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THE SOLICITORS' JOURNAL.

LONDON, MARCH 14, 1857.

THE LAW OF SALES AND PLEDGES.

The commercial and legal world seems to be more divided on the propriety of varying the law laid down in *Kingsford* v. *Merry* than we at first imagined. At the meeting over which Baron ROTHSCHILD presided in the early part of the year, considerable difference of opinion prevailed as to what the law ought to be; and none of the unprofessional speakers seemed to have any very distinct idea of what the law of England is and has been from time immemorial. The want of agreement on the subject among merchants has since become still more apparent; and it has been, not unreasonably, intimated by the Government, that no Ministerial measure will be introduced for the change of the law complained of until the trading community has attained to something like unanimity in its views. The question, when separated from the rather complicated and very startling facts which came out on the trial, may be stated in half-a-dozen words—"If goods or documents of title are sold or pledged by a person who has got possession by theft or fraud, is the loss to fall on the true owner, or on the *bonâ fide* purchaser or pledgee?"

The law, with certain exceptions—partly introduced by custom and judicial decisions, and partly by modern statutes—says that the right of the true owner shall prevail over that of the *bonâ fide* purchaser or pledgee. It was the application of this ancient doctrine, in the case of *Kingsford* v. *Merry*, which has caused all the excitement. Merchants, however, are not yet of one mind as to the wisdom of altering the rule; and a warm controversy has been maintained, in which Mr. FRESHFIELD has appeared as the most prominent champion of the existing law, while the assault against it is led by Mr. LAVIE. The letters of these gentlemen, addressed to Baron ROTHSCHILD, which we have reprinted in another column, bring out the chief arguments which have been thought to bear upon the dispute. In support of the existing law, it is urged that the change proposed—viz., to shift the loss, in all cases of fraud, from the merchant who takes goods or warrants *bonâ fide* in the course of business, to the owner from whom they may have been fraudulently obtained—would be a violation of the law of property as it has stood for centuries; that to increase the weight attributed to mere possession and apparent title would be a retrograde step towards the barbarous doctrine, "might makes right;" that to give validity to even *bonâ fide* transactions, by which title may be derived through rogues, would be a kind of sanction to fraud, and would lead to laxity of public morals; and, lastly, that such a case as *Kingsford* v. *Merry* does not occur once in a dozen years, and is not worth the coil that has been made about it.

To these objections Mr. LAVIE replies, that the alleged violation of law is an alteration consistent with the first principles of justice; that the proposed innovation, so far from being a retrograde step in civilisation, is the natural consequence of the expansion of commerce; that its supposed tendency to undermine commercial morals would be more applicable to existing statutes which no one alleges to have had any such effect; that the change now asked for is only the complete application of a principle already acted on; and that, however rare the cases may be in which warrants are fraudulently obtained, the number of actual frauds is no measure of the mischief which infects every honest transaction, by adding a lurking danger of loss against which no prudence or *bona fides* can guard.

On several of the points thus raised, it is not difficult to form an opinion. So far as the moral grounds of the argument go, we agree entirely with Mr. LAVIE. The protest of Mr. FRESHFIELD against the dreaded assault upon the morals of commerce goes far beyond what his case requires, or past experience can justify. To say that a change of liability from one of two equally innocent victims to the other is a violation of the law of property, seems more a rhetorical flourish than anything else. In all cases of fraud, the violation of the law of property is committed by the rogue; and whether the law prefers the owner who has managed to get robbed or cheated, or the lender who has trusted to an apparently valid document of title, there must be great hardship on one side or the other. If the case were to be considered wholly apart from any question of mercantile convenience, we are not at all clear that the owner would have the strongest moral position. The most material question seems to be, whether it is easier for an owner by reasonable caution to guard against the robbery or fraudulent appropriation of his goods or warrants, or for a dealer in the market to divine the mode in which the documents that are offered to him may have been obtained. We believe that no care could protect the purchaser, and that, on the contrary, an owner seldom loses the possession of his goods without more or less of negligence on his part. Certainly there was negligence enough on the part of Messrs. KINGSFORD; and it seems clear that where a loss must be borne by one of two innocent persons, it ought to fall on him who might, by proper caution, have prevented it altogether. Then, again, it is obvious that to make apparent ownership, when clothed with the possession or the indicia of title, conclusive in favour of a *bonâ fide* purchaser, or pledgee, is but the last of a progressive series of steps which have been called for from time to time by the necessities of commerce. First we began by upholding the true owner against all the world, except in the case of a sale in market overt. Then came the grand decision, in *Miller* v. *Race*, which established the absolute right of the *bonâ fide* holder of a bank-note, through whatever hands it might have passed; not exactly as Mr. FRESHFIELD argues, on the ground that bank-notes are money, which cannot be ear-marked, but on the sensible doctrine that the convenience of trade requires validity to be given to instruments of currency. It is obvious that the same principle applies, though in a less degree, to all documents which are extensively passed from hand to hand as the representatives of value, and the ground on which the proposed innovation is recommended is, that by the use of dock warrants goods have come to acquire something of the same negotiable character which formerly belonged almost exclusively to money and notes. The real question seems to be, whether the custom which has given to goods, when represented by documents of title, the quality of a quasi currency, is sufficient to justify the application to them of the maxims on which Lord MANSFIELD acted, in *Miller* v. *Race*. By a series of statutes, ending in Sir R. PEEL's Factor's Act, this has

been done in the case of persons entrusted with the custody of goods and documents. All of these statutes were steps towards the broad doctrine that possession of goods and warrants shall, in mercantile dealings, be sufficient to give validity to any *bonâ fide* dealing, notwithstanding the claims of a prior owner, who has been the victim of a fraud.

Mr. FRESHFIELD'S distinction between the cases of fraudulent dealings by factors and fraudulent appropriations by strangers, though it deserves consideration, is not altogether conclusive. The factor, he says, is clothed with the power to deal with the goods by the act of the owner, and if a fraud is committed, the owner, whose act has enabled the rogue to practise it, ought to bear the loss which may ensue. This is sound enough; but if the credulous act of the owner is sufficient to postpone him, even on Mr. FRESHFIELD'S high moral grounds, surely there is a certain amount of negligence which ought to have the same effect; an amount, we may add, which was clearly reached in *Kingsford* v. *Merry*, and which may almost be presumed on most occasions of the kind. This, alone, would incline us rather to the side of the purchaser or pledgee, than to that of the loser; and, as commercial habits of convenience point in the same direction, we have little doubt that the suggested innovation ought to become, and will, sooner or later, become the law of the land.

We are, however, decidedly opposed to any attempt to force the reform down the throats of recalcitrant merchants; and we should be sorry to see an act passed for the purpose until the commercial world was prepared to receive it with general assent. Although we differ from Mr. FRESHFIELD'S view as to the question of principle, we quite agree with him that no strong necessity is made out for immediate legislative interference. The risk of suffering by the purchase of stolen commodities, is admitted to be infinitesimal as compared with the chance of getting hold of a forged document. Yet business is not altogether put out of joint by the two risks combined, and it is certainly not worth while to raise a commotion in the City, and to revolutionise commercial law for the purpose of annihilating so very small a per centage of the daily risks of merchants. When the City can accept the measure with unanimity, it will be time to pass it. But, sound as it may be in theory, its practical importance scarcely seems sufficient to warrant its friends in pushing it at present in the face of the influential opposition which it seems likely to encounter.

ATTEMPTS TO MURDER.

Several cases have occurred during the present assizes which can hardly fail to have surprised persons unaccustomed to the administration of the criminal law. A man was tried at Winchester for an attempt to murder one of the officers of the prison in which he was confined. The charge was established beyond the possibility of doubt. The circumstances of the assault, and the conduct of the prisoner both before and after the occurrence, placed his intentions in the clearest light. The offence was one of the very gravest kind. Nothing but circumstances quite independent of the prisoner's will saved him from being a murderer in fact, as well as in intention; and his position was both morally and legally the same as if the crime had been consummated. This being so, it appears to us that it was mere weakness on the part of those concerned not to allow the law to take its full course. The prisoner's life was forfeited, and we think that the forfeit ought to have been exacted. Public feeling is, however, so strongly opposed to the infliction of capital punishment, that we can easily understand that the judge may have felt reluctant to take the responsibility of leaving the prisoner for execution; but the result of the case was the keenest satire on the administration of criminal justice. The prisoner was already under sentence of transportation for life for another offence. The judge was unwilling to pass sentence of death, and he accordingly took the course usual in such cases of ordering it to be recorded. It is no exaggeration, but the simple statement of a fact, to say that, if this precedent is to be followed in similar cases, the effect of it will be to deprive the officers of prisons of all protection from the law as against the worst class of criminals. The position of a prisoner under sentence of transportation for life is neither better nor worse than that of a prisoner against whom sentence of death has been recorded. The two sentences produce one and the same result; and if the only effect of a desperate and most malignant attempt to murder the warder of a prison is, that the name of the punishment of the intended assassin is altered, the law affords literally and strictly no protection whatever against such violence. It would be far better, in such a case, to pass no sentence at all; for to pass a sham sentence, which every one knows to be a sham, is to take the most effectual means of making the administration of justice contemptible.

A somewhat analogous case was tried a few days afterwards, before Lord CAMPBELL, at Leicester. A man was arrested in the evening on a public road by a police-constable, on suspicion of having been concerned in a robbery. He ran away, was overtaken, resisted violently, and in the course of his resistance drew a pistol from his pocket, which he discharged at the policeman's head. The flash singed his whisker, and the ball, which passed through the collars of his great-coat and of his under-coat, would certainly have killed him, if its force had not been broken by the ornaments attached to his police uniform. The indictment charged the prisoner with shooting with intent to murder, with intent to do grievous bodily harm, and with intent to resist his lawful apprehension. The Lord Chief Justice told the jury that they need not direct their attention to the two first counts, as the prisoner was clearly guilty on the third. He was accordingly convicted on that count, and was sentenced to fifteen years' transportation. As in this instance the prisoner, though he had been previously convicted of felony, did not happen to be undergoing a legal sentence at the time of the trial, he did, no doubt, get a very severe punishment, though one which was, we think, hardly adequate to the offence committed. It is not, however, to the *quantum* of punishment allotted that we would direct attention in the present instance, but to the unsatisfactory character of the legal language used to describe the crime. It is, in our opinion, very unfortunate that the intention of the prisoner should ever be referred to in the indictment. The practice of alluding to it is liable to two objections, both of which appear to us conclusive In the first place, it opens a door to subterfuges on the part of the jury, of which they are, unhappily, only too ready to take advantage. A man is charged upon an indictment, like the one to which we have referred, containing several counts, each of which assigns a different intention as the one which prompted the criminal act. Now, inasmuch as a variety of motives may and constantly do exist in a man's mind at the same time, the charges do not exclude each other. There is no inconsistency in supposing that a person who shoots at another intends not only to resist his apprehension, but to do grievous bodily harm to the man apprehending him, and thereby to murder him. It is not, therefore, very unnatural that the jury should draw the practical inference that they are at liberty to select whichever of the co-existing intentions they please as the one by which the prisoner was prompted; and that they do, in fact, act upon that view of their duties, no one who is in the habit of attending criminal courts can doubt for a moment. There is, however, as it seems to us, a still stronger reason than this against the pre-

sent practice. No one can have watched the operations of his own mind with any sort of attention, without observing that it is extremely common to act without any such definite mental resolution, as would properly be described as an intention. When, for example, a man stabs another, we should doubt whether, in one case in a thousand, he deliberately said to himself, "I will stab this man to death." In other words, the intention, as laid in the indictment, hardly ever exists; nor can its existence ever be more than matter of conjecture, as to which the jury are to draw their own inferences from the prisoner's conduct. It appears to us that this is a very unsatisfactory arrangement. Where the only possible proof of the crime imputed is a crime in itself, it is surely much simpler to convict and punish the offender for that which is used as matter of evidence, rather than to take the additional step of drawing from the evidence a very doubtful inference, and of making that inference the ground of conviction. If a man deliberately does an act whereby the life of another is likely to be destroyed, it cannot be necessary to go further. The presence of an actual intention to destroy life cannot aggravate the prisoner's guilt, though its absence might extenuate it; and if it so happens that the prisoner has done an act which would naturally lead to the conclusion that he intended to commit murder, it is surely as much incumbent on him to show, if he can, that the fact was not so, as it would be incumbent on him to put in evidence facts reducing the guilt of murder to manslaughter, if the fact of wilful killing were proved against him.

In almost every case in which the intention of the prisoner forms part of the charge against him, one of two undesirable results follows in practice—either the judge tells the jury to direct their attention to what, at a certain time, was passing in the prisoner's mind, as to which there is hardly ever any trustworthy evidence, or he directs them to infer the intention from the act, upon the principle that a man must be held to intend the natural and probable consequences of his actions. This introduces into the question a sort of metaphysical and constructive intention, which many juries refuse to recognise, and which it might sometimes be the height of injustice to impute to an accused person. It seems to us that, by the simple plan of making the definition refer, not to the state of the prisoner's mind, but to the nature and quality of his actions, the whole difficulty might be easily removed.

Legal News.

On Wednesday, Mr. EDWARD ESDAILE, the late governor of the Royal British Bank, was examined at great length by Mr. LINKLATER at the Court of Bankruptcy. He was first interrogated as to matters connected with the opening of the bank, on the 19th Nov., 1849. The concern started with a subscribed capital of £100,000, of which one-half was "paid up" when the bank commenced business. The words "paid up" have, it appears, in the mouth of a speculative bank director, a wider signification than plain men have been used to give to them. The Act of Parliament, says Mr. ESDAILE, was complied with "in spirit," but not "in fact." To his ingenious mind, it is quite open to dispute whether Parliament intended to require payment in actual hard money. Cash, or "the representative of cash," he rather thinks, would equally satisfy the Act. By the "representative of cash," he means "notes of hand, which were deemed to be equivalent to cash," and by means, in part, of such notes, the £50,000 was "essentially" paid up.

It may not be out of place here to inquire how far the use of similar language by a school of thinkers upon the currency may have led to its extensive practical application by financiers like Mr. ESDAILE. For an example of the manner of speaking to which we allude, it is only necessary to refer to the second letter of Mr. FRESHFIELD upon the law of warrants for goods, which we elsewhere publish. It suits the argument in that letter to treat bills of exchange and promissory notes as money, or, at least, they are currency, and currency is money. This is exactly the view adopted at the outset of many books and pamphlets that have been written to propose plans of monetary arrangement different from that which prevails under the existing law. It is quite clear that Mr. ESDAILE declines to adopt Sir ROBERT PEEL's celebrated answer to the question "What is a pound?" It might, however, have occurred to this philosophical financier that Sir ROBERT PEEL's definition had been adopted by the House of Commons, and that, when Parliament required that the paid-up capital of the Royal British Bank should be £50,000, Parliament intended to ask for 50,000 of those very yellow sovereigns, of which Sir ROBERT PEEL, on a memorable occasion, produced one from his waistcoat pocket. The only qualification of this rigid rule contemplated by the Legislature was, that notes of the Bank of England might be substituted for hard gold. Manifestly, the spirit of the legislators who placed our monetary system on its present footing is diametrically opposed to the spirit which presided over the organisation of the Royal British Bank. The entire policy of that unhappy undertaking rests upon a confusion between money and the representatives of money which was propagated by honest but short-sighted theorisers on finance, and has been cunningly turned to account by those who discerned its practical value for their own knavish purposes.

It had been imputed to the directors that, at the starting of the bank, loans were obtained by them in order to make it appear that the account of the concern at the Bank of England was larger than it actually was. It appeared from the books that two cheques were drawn in favour of one JAMES, and that Mr. ESDAILE was one of the directors who signed those cheques. He was pressed very closely to admit that this was a repayment of loans obtained for the above purpose, but the answer ultimately extracted from him was, that "his mind was in a blank state with regard to his belief as to that matter of fact." The matter of fact it will be observed was, that Mr. ESDAILE and two other persons drew cheques on behalf of the bank to the amount of nearly £9,000; and we are to suppose that, as to the destination of that large sum, the mind of Mr. ESDAILE, a director of the bank, had received no durable impression.

We regret that our limited space forbids us to do full justice to the gems of euphemistic language which stud this remarkable examination, and to the variety of curious details of bank direction, which it reveals. We select one or two passages, not as more interesting than many others, but because the result of them may be briefly given.

Eighty-six shares were allotted to Mr. CAMERON, the general manager, and the instalments upon these shares amounted to £4,300. For this sum the directors received Mr. CAMERON's promissory note. Mr. LINKLATER asks, "Did Mr. CAMERON ever pay one farthing upon these shares?"—to which the witness, mindful of certain convenient theories, answers by inquiring whether Mr. LINKLATER means a payment "in money?"—and then admits that there was no such payment. However, the directors held Mr. CAMERON "strictly responsible," and he was then looked upon "as a man of means quite equal to that obligation." Thus, where the law required payment, the directors substituted the promise of a man whom they thought—wrongly as it turned out—quite able to perform that promise; and this they hold was "in spirit" a compliance with the Act of Parliament.

Again, Mr. MULLENS, who had been solicitor to the bank, died near the end of 1853, and the bank sustained a loss by him of upwards of £10,000. On the 13th December, 1853, the court of directors pass a resolution recording "their regard for the memory of Mr. MULLENS, and their lively recollection of his social and many amiable qualities;" and Mr. ESDAILE remarks, when this eulogium is read to him, that the board were "perfectly impressed with the integrity of Mr. MULLENS' character up to that time." The "social qualities" of the deceased solicitor were not disputed by Mr. LINKLATER, nor do we understand how he could have found much scope to exercise them in his capacity of legal adviser to the bank. We believe that Mr. HARKER, or some other celebrated toastmaster, devotes his graver hours to imposing or collecting income-tax, but we do not apprehend that the victims of Schedule D have at all a lively appreciation of the "social qualities" of the said HARKER. However, it is unhappily too true that the possession of "many social and amiable qualities" is by no means incompatible with that aptitude for confusing the distinctions between cash and credit, which appears to have prevailed among the managers of the unlucky bank. The appreciation of the directors for the kindred spirit of their solicitor was eloquently expressed by the largeness of his uncovered balance, and the entry in the books, "bad debt £10,000," may be regarded as his most appropriate epitaph. The impression of the directors as to the integrity of the character of the deceased may or may not have been affected by the subsequent discovery that he had pledged a client's deeds with them as security for his own debt. The minds of these directors appear to have undergone some peculiar preparation, fitting them to receive strange and unusual impressions from, or to remain "perfect blanks" after, occurrences which would affect ordinary understandings in a very simple and decided manner.

The issues of fact in the now celebrated case of *Davison* v. *Duncan* were tried at Durham, on the 6th instant, and resulted in a verdict for the plaintiff, with nominal damages—a conclusion which goes far to justify an opinion lately expressed by us, that the press would not in general be in danger of sustaining harsh treatment at the hands of juries in such cases as Lord CAMPBELL would propose to leave to their decision under the amended Law of Libel. The trial has some additional interest for our readers, from the fact that the plaintiff is a solicitor, in practice at Durham, and who for some years previous to the resignation of Bishop MALTBY, was his secretary. It may be assumed that the conductors of a local journal are well acquainted with the society for which they undertake to purvey news. The reporters and editors of the *Durham Advertiser* can, therefore, hardly have been ignorant that Mr. DAVISON was a respectable solicitor in their city, and we think it was obvious that such a man was unlikely to have acted in the manner imputed to him in the report. A very short time would have sufficed to satisfy the editors that Mr. DAVISON's own version of his conduct was likely to be different from that given by the speakers at the meeting. The insertion of a single line of caution to the readers of the *Advertiser* would have sufficed to clear it of the charge of malice, and prepared the way for the explanation which Mr. DAVISON would, no doubt, have offered. According to the *Times*, it is impossible to find a moment for the exercise of such prudence. If that be so, litigation will often arise where a very little care, and a very little conciliation, might have prevented it; but it is always the absence of these very qualities that brings grist to the legal mill. It is a comfort to reflect that, if we may judge from the case of the *Durham Advertiser*, the occasional liability to an action for libel is no very serious hardship to a newspaper, but rather a source of popularity.

Lord CAMPBELL'S Committee on the Law of Libel will be re-appointed, he assures us, in the new Parliament; and he gives a hint that vexatious actions might be discouraged, by throwing upon the plaintiff the costs of both parties.

The House of Lords sat to hear appeals on Thursday, and the legal peers present were the LORD CHANCELLOR, Lord ST. LEONARD'S, and Lord WENSLEYDALE. On an appeal coming on, to which the London and North-Western Railway Company were parties, the difficulty arose that both Lord ST. LEONARD'S and Lord WENSLEYDALE were shareholders in that company. The appellant's counsel urged that those learned lords should hear the cause, and the ATTORNEY-GENERAL, speaking for himself, had no objection, but, after the decision in *Swinfen* v. *Swinfen*, he could not venture to assent without consulting his clients, who were the railway company in question, and whose directions, therefore, at that moment, it would have been somewhat difficult to obtain. The result was, that an appeal from the Lords Justices proceeded before the Chancellor alone, Lord WENSLEYDALE remaining as a sort of assessor, but not intending to give judgment. Thus, through the ingenious scruple of the Attorney-General, the unsatisfactory character of the Supreme Court of Appeal in Chancery has been placed in the most striking light; and thus, also, a recent statement of the *Times*, that an appeal lay from the Lords Justices to the Lord Chancellor, has been confirmed in an unexpected manner.

The following are extracts from an article which appeared in the *Daily News* of Wednesday. We believe that the Report of the Commission on Registration will be found fully to deserve the praise bestowed on it by our contemporary; but we must take leave to remark that the *Daily News* speaks here rather in the spirit of prophecy than of criticism, inasmuch as the Report which it treats as a present fact on Wednesday, was not then, and, so far as we have heard, is not now, existing in a complete state. We observe with pleasure that our contemporary's influence will be exerted to persuade the public of the justice of the claim of the solicitors to a change in the method of their remuneration. On this point it appears that the Commissioners are on our side; and we anticipate that their opinion, when explained and enforced by journals of ability and authority, will be adopted by the public and by Parliament, and that a most beneficial change will follow.

"In the month of January, 1854, a Commission was appointed for the purpose of considering the subject of Registration of Title with reference to facilitating the Sale and Transfer of Land. This Commission included among its members some of the most competent persons who could be found within and without the House of Commons. * * * Their Report is now before us, and in perusing it we cannot help recognising the pains which have been been bestowed upon its composition. The subject is one of the most difficult and complicated, and yet there is neither obscurity nor tediousness throughout the fifty-four pages of which the report consists. To Mr. Walpole we have reason to believe belongs the chief merit of drawing up the report in question, and certainly the result of his labours is eminently satisfactory, and deserving of all praise. It is impossible, of course, to pronounce a verdict at once upon all the views and arguments it contains, but we must admit that none of the schemes hitherto propounded for facilitating the sale and transfer of land seem to be so simple or so practical as that which is about to be presented to Parliament.

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"The plan of a registry of titles is founded, as the report says, on the belief that the transfer of land may for many purposes be assimilated to a transfer of stock in the books of the Bank of England. Every one knows the facility with which stock is transferred from one man's name to that of another; and, without question, if the same system could be applied to land, the gain to the public would be very great. This gain is intended to be secured by the plan propounded in this report; and, having regard to the ability and experience of the Commissioners, and to the fact that the plan has actually

been embodied in a bill, we see no reason to doubt its practicability. * * * * * It is impossible, within the compass of a single article, to explain the details of one of the boldest and most complete law reforms which have ever been propounded; but unless we are greatly mistaken, the details carrying the principle into effect have been elaborated with admirable sagacity, and we trust that the new House of Commons, and especially the country gentlemen, like the landowners in the House of Lords, will see the advantages of this new scheme.

"Some country attorneys have sounded the note of alarm, and seem utterly disconsolate at the prospect of this new plan passing into law. Let them be comforted. Fortunately the whole body are not quite without hope. For we observe in a most intelligent periodical, THE SOLICITORS' JOURNAL, a very able article in favour of this new plan for the transfer of real property. But, besides this, the Commissioners, at the end of their report, allude to the impossibility of dealing satisfactorily with the subject of registration of title without making fresh regulations as to the professional remuneration of solicitors. They propose that, as in Scotland and many foreign countries, the work should be compensated by a brokerage or commission on the purchase-money. In this way the smaller properties would be relieved from a burden which is too great for them to bear—transactions would be increased, and the total profits of solicitors would not be diminished. Indeed, without some such change as this in the mode of remunerating solicitors, it is hardly to be expected that the proposed measure should be allowed to pass."

ASSIZES IN MANCHESTER.—The Manchester Law Association has presented to the commissioners for inquiring into the expediency of altering the circuits, a memorial, showing—"That the assizes for the county palatine of Lancaster are holden at Liverpool, for the despatch of all assize business arising in the southern division of the county. That the said southern division consists of the hundreds of Salford and West Derby—Liverpool being the largest town in the hundred of West Derby, and Manchester the largest town in the hundred of Salford. That the population (as taken at the census of 1851) of Liverpool is 375,955, and of the hundred of West Derby 632,987; and the population of Manchester and Salford is 401,321, and the population of the hundred of Salford is 937,793. That it is the desire of the inhabitants of the hundred of Salford that the assizes should be holden at Manchester, for the despatch of all business arising in that hundred. That of the list of causes entered for trial at Liverpool, two-thirds are from the hundred of West Derby, while only one-third are from the hundred of Salford, although it is believed that the business transactions of the Salford hundred far out-number those of the West Derby hundred, the population of the Salford hundred out-numbering that of the West Derby hundred more than one-third. That the jurymen of the Salford hundred are compelled to stay a considerable time from home and at great expense, and are engaged for the most part in the business of the West Derby hundred; while the jurymen of West Derby are near their homes, and are not called upon to devote an equal amount of time to the business of the Salford hundred. That in criminal cases the number of witnesses in each case is much greater than in civil cases. That vast numbers of persons are compelled to attend at Liverpool as witnesses, generally for a great length of time, at great cost to the county; and, at the same time, frequently at considerable loss to themselves. The memorialists submit that assizes for the hundred of Salford ought to be holden at Manchester." The following statement shows the amount actually paid to witnesses in eight cases recently tried at Liverpool, and the amount to which the witnesses would have been entitled had the cases been tried at Manchester:—

	Liverpool.	Manchester.
No. 1	£116	£31
No. 2	126	39
No. 3	73	30
No. 4	51	14
No. 5	47	15
No. 6	31	8
No. 7	27	7
No. 8	50	8
Total	£532	£152

CURIOUS CHARGE AGAINST AN ATTORNEY.—*Chelmsford*, Mar. 7.—John Cutts and Robert Ezekiel Smith were indicted under the "Bishop of Oxford's Act," and the offence imputed to them was having procured a young girl named Martha Augusta Hills, under twenty-one years of age, to be debauched. Miss Hills was the daughter of a farmer, and three years ago she became acquainted with the defendant Smith, who is also a farmer and a man of property; and the result of their intimacy was the birth of a child. Miss Hills subsequently went to reside with the defendant Smith; and two actions, one for seduction, and the other for breach of promise of marriage, were brought against Mr. Smith by the father of the young lady, but they were settled by the payment of £50 and an undertaking to pay the costs. Mr. Cutts is an attorney, and a man of considerable property, who lives at Bardfield-hall, and he acted as the attorney for Mr. Smith in these matters, and Mr. Shepherd, an attorney at Halsted, represented the friends of the young lady; and it would seem that in the course of the proceedings an agreement of a very extraordinary character was made, which was to the effect that if the young lady would return to the residence of Mr. Smith, and reside there as "heretofore" for a period of eight months, he undertook to marry her at the expiration of that period; but it was under a condition that this agreement should not be shown either to her father or to her legal adviser. By some means, however, Mr. Shepherd came to the knowledge of such an agreement being in existence, and, as Mr. Smith appeared not to have carried out his promise to marry the young lady, the present indictment was preferred against the defendants at the last assizes, and a true bill found, it being alleged that both the defendants were parties to the agreement referred to, and that they had thereby brought themselves within the scope of the Act of Parliament in question. On the application of the prosecutor, the trial was ordered to stand over to the next assizes.

ANOTHER PET OF THE HOME OFFICE.—At the Chelmsford assizes Elijah Ramsey was convicted of burglary, and he was proved to have been previously convicted of the same offence in 1850, and sentenced to be transported for fifteen years.—Mr. Justice *Cresswell*, in passing sentence, observed that he could not understand how such a man was at large, but he supposed he had succeeded in imposing upon some person who had recommended him to the clemency of the Crown. It was clear, however, that he was perfectly incorrigible, and the sentence, therefore, was that he be transported for life.

Recent Decisions in Chancery.

The decision of V. C. *Stuart*, in *Brooker* v. *Brooker* (5 W. R. 382), is one of the highest importance as to the practice of the court. So far as we are acquainted with the cases, it is the first decision that, in proceedings under an administration summons at chambers, the court will grant an injunction, and order the appointment of a receiver, without requiring that a bill should be previously filed for that purpose. It appeared that in June, 1856, an order was made on a summons for the administration of an intestate's estate, under which the administratrix carried in her accounts before the chief clerk. Upon its being discovered by one of the intestate's next of kin that these accounts had been falsified to a considerable extent, he filed his bill, praying for the appointment of a receiver, and for an injunction to restrain the administratrix from further interference with the estate. The person who had obtained the administration summons moved under it, at the same time as the plaintiff in this suit, for the same relief, without having filed a bill; and the question was, whether an injunction could be granted and a receiver appointed on a summary application in an administration under a summons at chambers, or whether it was necessary to institute a suit by bill in order to obtain the relief sought. It was argued that the court was empowered, by the 15 & 16 Vict. c. 86, s. 45, to make such an order in the proceedings by summons. That section enacts, that it shall be lawful for any person claiming to be a creditor or a specific pecuniary or residuary legatee, or the next of kin, or one of the next of kin, of a deceased person, to apply for and obtain as of course, without bill or claim filed, a summons from the Master of the Rolls or any of the Vice-Chancellors, requiring the executor or administrator to attend at chambers and show cause why an order for administration should not be made; and upon proof of the service of the summons and other matters as therein mentioned, the judge has power to make the usual order for administration, with such variations as the circumstances of the case may require; and the order so made is to have the force and effect of a decree made at the hearing of a cause; and the judge has also power to give any special directions touching the carriage or execution of such order. The V. C. *Stuart*

seems to have considered, in *Brooker* v. *Brooker*, that if the court could make the order in a regularly constituted suit, it could here, because the order in chambers had the effect of a decree at the hearing of a cause; and upon the question whether such an order could be made in a regular suit instituted by bill, where it was not supported by the prayer, his Honour said that the court has always been in the habit of interfering after decree, without any such prayer, in order to extend its protection to the property which had been brought within its jurisdiction—*ex. gr.*, where, after a decree for administration, a creditor brings his action at law, although no relief be prayed against such creditor, or he may not be a party to the suit. Considerable stress is also laid, in the Vice-Chancellor's judgment, upon the practice of adjourning into open court every case in which a point of difficulty or importance arises.

Now, as to the general rule of the court—viz., that an injunction will not be granted unless upon bill filed—specifically praying for such relief, the authorities are explicit (see 4 Inst. 92; Drew. on Injunctions, 346; Eden, on Injunctions, 45). In *Holden* v. *Chalcraft* (14 Jur. 846), L. J. *Knight Bruce*, then Vice-Chancellor, refused to grant an injunction which was prayed by a claim, and said the parties must resort to a bill. In *West* v. *Laing* (3 Drew. 331; *S. C.* 4 W. R. 1), V. C. *Kindersley*, speaking of the powers and duties of the court under the 45th section, and administration thereunder by proceeding on a summons at chambers, said: "If, where the application is merely to administer an estate by summons, the court has reason to see that difficult questions may arise, it will decline to make a decree on summons, and will tell the parties they must file a bill." And even after order made and accounts taken, if the judge saw that there were questions depending on controverted facts—a question partly of facts and partly of law—his Honour considered that the judge was bound to say, in the exercise of his discretion, that the matter ought to be made the subject of a suit by bill. The decision of the same learned judge, in *Blakely* v. *Blakely* (3 W. R. 288; *S. C.* 19 Jur. 368), was to a like effect. In that case, an executrix and trustee of a will, directing an immediate sale, allowed her co-trustee to sell and retain the money, and joined in the conveyance of the real estate and assignment of railway shares—part of the testator's estate. She also joined in the receipts for the purchase-money. There was an administration summons, and an order at chambers in the usual form for an account against the executrix, of all moneys received by her or for her use. The Chief Clerk found that she was liable in respect of the moneys received by her co-trustee; and V. C. *Kindersley* then was of opinion that upon such an order the executrix could not be made liable for wilful neglect or default, and therefore disallowed the Chief Clerk's certificate.

We do not know of any instance in which a bill had not been filed, where the case was adjourned from the "comparative seclusion" of chambers into open court. Where "a point of difficulty or importance arises," in a regularly instituted suit, it can be at once adjourned from chambers, and can be argued by counsel before the judge, because there are a record and pleadings to go upon; but it is extremely difficult to suggest a mode in which you could properly bring "the point of difficulty or importance" before the court, where there is no regular record, where no issues have been raised, and where all the proceedings have gone upon the assumption that there would be nothing to litigate between the parties—if, indeed, there can be properly said to be any parties at all—and that, in fact, nothing of difficulty or importance could arise in the progress of the so-called suit.

In *Atkins* v. *Cook*, 5 W. R. 381, a question arose as to the right of a respondent to a petition presented by a person who was not a party to the suit, and was out of the jurisdiction, to move that the petitioner should give security for costs; or whether, on the other hand, the respondent should wait until the petition came on to be heard, and then ask (at the hearing) for such security. V. C. *Kindersley* held that the respondent was entitled to move before the petition came on to be heard, because if he allowed it to come on for hearing, he might incur considerable costs in answering affidavits, &c., without having any security for their payment; and, in such a case, the respondent, upon principle, was entitled to security before he took any step.

The Lord Chancellor, in *Crook* v. *Whitley* (5 W. R. 383), affirmed the decision of V. C. *Wood*, upon the construction of the word "nieces" in a will. The bequest was to each of the present nieces of P. E., of whom there was only one out of seven surviving at the time when the will was made. It was held, that the bequest was confined to nieces of the first degree, and did not include great nieces, or great great nieces. The decision is analogous to that in *Stoddart* v. *Nelson*, (4 W. R. 109), where the Lord Chancellor held, that a bequest to all the testator's cousins included first cousins only.

In *Carter* v. *Haswell* (5 W. R. 388), V. C. *Stuart* said, that it had been fully established, by recent cases, that the 25th section of the Wills Act (1 Vict. c. 26), was to be construed upon the principle of assimilating a devise of real estate with a like bequest of personalty; and as a general residuary gift of the latter included every legacy which failed by lapse, so lands which had been included in a devise void as being contrary to law, were held to pass under what was tantamount to, though not in form, a residuary devise.

Cases at Common Law specially Interesting to Attorneys.

COSTS ON JUDGMENT BY DEFAULT—19 & 20 VICT. c. 108, s. 30.

Heard v. *Edey*, 5 W. R., Exch., 358.

An important question, as to the costs of an action on a contract brought in a superior court to recover less than £20, in the event of the plaintiff recovering judgment by default, has recently arisen, under the following circumstances:—

An action on a bill of exchange had been brought in the Court of Exchequer, and the amount claimed was under £20. The defendant suffered judgment by default, on which the plaintiff applied at chambers to *Martin*, B., for an order for his costs—grounding such application on an affidavit that he resided more than twenty miles from the defendant, and consequently was entitled to his costs, by virtue of the 30th section of 19 & 20 Vict. c. 108, which runs in these words:—"Where an action of contract is brought in one of her Majesty's superior courts of record to recover a sum not exceeding £20, and the defendant in the action suffers judgment by default, the plaintiff shall recover no costs *unless* upon application to such court, or a judge of one of the superior courts, such court or judge *shall otherwise direct*." Mr. Baron *Martin* considered, that, where the case was one of concurrent jurisdiction (as appeared by the above affidavit, see 9 & 10 Vict. c. 95, s. 128), he had no discretion, but was obliged to make the order; and the present application was to rescind the order he had made accordingly. The Court, however, refused to interfere, and discharged the rule *nisi* which had been obtained; but without costs.

Not much can be gathered from the reported observations of the court as to their reading of the above section of the Amendment Act of 1856, or as to their reasons for taking the course they did. But on more than one point they incidentally gave their opinion. Thus, a question arose *arguendo* whether the direction of the judge in the case supposed in the 30th section could be obtained on an *exparte* order, or whether there must be a summons. And it was intimated as to this that a new indorsement would be issued by authority for writs of summons in the superior court under £20, which would, for the future, serve all the purposes, and save the expense of a summons. The chief question, however, was, as to whether the judge, to whom application was made for the order, had a discretion to refuse it. And as to this the court gave no opinion, unless a remark by the Chief Baron, that, "if the judge had a discretion he exercised it in the case before us," may be so characterised. It was, however, insisted on behalf of the plaintiff that in cases of judgment by default in an action of contract to recover less than £20, and where, by the 128th section of the 9 & 10 Vict. c. 95, the superior court and the county court had a concurrent jurisdiction, the question whether the judge of the superior court was obliged, on being applied to, to make an order that the plaintiff should have his costs, under the 30th section of 19 & 20 Vict. c. 108, depended not on the construction of the section last mentioned taken by itself, but in connection with the previous provisions of the County Court Acts affecting the general right of a successful plaintiff to have his costs. And if this be so, it may be useful to consider the course of previous legislation in this matter, which seems to be as follows:—By 9 & 10 Vict. c. 95, plaintiffs suing in the superior court in cases within the jurisdiction of the county court were nevertheless entitled to their costs—*i. e.*, their rights under the Statute of Gloucester were not taken away—unless a *suggestion* were made to deprive them thereof. Then came the 13 & 14 Vict. c. 61, by the 11th, 12th, and 13th sections of which the plaintiff had, on recovering in contract less than £20 (in cases even of

concurrent jurisdiction), to obtain a judge's certificate or order as a condition precedent to his having costs. But from the operation of these sections, cases of "judgment by default" were excepted; and in such cases his general right to costs remained, whatever the sum sued for. Now, upon the construction of one of the above-mentioned sections of 13 & 14 Vict. c. 61, a question arose—and the courts differed in their opinion—whether the judges were *bound*, or had the power only to give costs to the plaintiff if he could establish certain facts, as *inter alia*, that there was concurrent jurisdiction; and to set this question at rest the 4th section of the 15 & 16 Vict. c. 54, was passed, which differed from the previous provision as to this of the 13 & 14 Vict. c. 61, in this particular, that the word "may" make the rule or order for costs is replaced by "shall" make, &c., thus clearly taking away all discretion from the court or judge as to the plaintiff's costs in cases within that section, provided he could establish the needful facts, one of which, as before, was the fact of the superior court having concurrent jurisdiction, under 9 & 10 Vict. c. 95, s. 128. At the date, therefore, of the last County Court Amendment Act, in such cases as last mentioned, the judge had *no discretion* to refuse to make the order on application, if the fact of concurrent jurisdiction, or other fact mentioned in the 128th section of the 9 & 10 Vict. c. 95, or in the 13th section of the 13 & 14 Vict. c. 61, were satisfactorily established.

But at this date, the case of "judgment by default" was entirely excepted from the operation of any section of any Act depriving plaintiffs of their general right to costs on obtaining judgment; and hence (as appears, among other places, from the evidence of Mr. Hodgson, the able Secretary to the Yorkshire Law Society, given to the County Court Commissioners, in 1854), the abuse often happened, that a plaintiff who expected no defence would sue in the superior court in the hope of getting judgment by default, and, consequently, his costs; while, on the other hand, a defendant would be induced to defend such action though he had no real answer, in order to save his costs—a course manifestly leading to litigation and unnecessary law expenses (see First Report of C. C. Com., 1855, App. p. 103). Now it was to meet this abuse, pointed out by this and other examinees, and in effect to *repeal* the exception in the statute 13 & 14 Vict. c. 61, as to the case of judgments by default, and to place such cases on the same basis as judgment after verdict, that the recommendation of the commissioners contained in the 26th page of their Report was aimed, and their suggestion is thus framed: "The present law as to costs in the superior court, so far as it affects jurisdiction, should, we think, remain unaltered, with the exception that where an action is brought in the superior court on a contract to recover a less sum than £20, and the defendant suffers judgments by default, the plaintiff should recover no costs, unless upon application a judge of a superior court should otherwise direct. This deprivation of costs, however, we propose, should be subject to the exceptions contained in section 128 of the 9 & 10 Vict. c. 95, where the parties reside more than twenty miles apart, or the other circumstances contemplated by the section exist." The Legislature, it will be seen, adopted in the new statute almost the very words of the *substantive* part of this recommendation; but take no notice whatever of the exception. And it is apprehended, that this was because it was felt that the expression of such exception was not required by law, but would necessarily arise from the previous enactments still in force. Any other explanation would be to suppose that the Legislature agreed with the opinions of Mr. Pitt Taylor, as expressed in his separate observations attached to the Report (to the effect that the right to costs preserved in the cases instanced by the 128th section of the 9 & 10 Vict. c. 95, should be taken away), so far as regarded the case of a plaintiff recovering judgment by default, but to that extent only. But that supposition is, to say the least, highly improbable, as there is clearly no reason why a plaintiff recovering judgment by default should be in a worse position than if he recovered the same sum by verdict, or otherwise.

STAMP ON ARTICLES OF CLERKSHIP.—NECESSITY FOR, BEFORE ENROLMENT.

Ex parte Williams, 5 W. R., B. C., 376.

This was an application for an order to the Master to enrol certain articles of clerkship, which had been refused enrolment on the ground that they were not stamped.

By 6 & 7 Vict. c. 73, s. 8, an affidavit of execution of a clerk's articles must be filed, and the articles themselves enrolled, within six months of such execution; and unless such articles are presented properly stamped, the practice has been for the officer to refuse to receive them. For by 7 Geo. 4, c. 44, the stamp authorities are forbidden to stamp (among other instruments) articles of clerkship on any pretence whatever after the expiration of six months from their date. Now, however, by 19 & 20 Vict. c. 81, s. 3, they are enabled to do so, notwithstanding that Act, if directed by the Treasury, on payment of a penalty increasing in amount according to the time that may have elapsed since their execution; and it was now argued in support of the present application, that since the last-mentioned statute the duty of the officer before enrolling articles to examine their stamp had ceased. Mr. Justice *Erle*, however, held that the former law requiring articles to be properly stamped at the time of their execution, as established by 9 W. 3, c. 25, and other statutes, remained in full force; and that it was the duty of the court, through their officer, to see that it was complied with, and not to admit articles to be enrolled which contravened this statutory requirement. As to the 19 & 20 Vict. c. 81, he said, it was intended only to relieve clerks whose interests had been inadvertently injured by the neglect of others, and was by no means intended to give a clerk a right to treat the necessity for a stamp upon articles as being taken away except only in reference to the case of his seeking to be admitted; and to consider that in that event he might qualify himself by paying what might be due for the stamp and the penalty. "The law requiring the stamp," said Mr. Justice *Erle*, "remains as before, subject to a discretionary power of relaxation in certain exceptional cases; and it is the duty of the Master to enforce this law by refusing enrolment without a stamp."

Professional Intelligence.

INCORPORATED LAW SOCIETY,

The meetings of the Council are held every Thursday at two o'clock, and committee meetings frequently take place on Tuesday or other days.

The following are some of the proceedings of the Council or matters under consideration, at their several meetings in *January*:—

At the instance of one of the law societies in Scotland, the subject was considered of a renewed application to Parliament to repeal the remainder of the Annual Certificate Duty; but it was deemed inexpedient at present to take any proceedings for that purpose.

Arrangements were made for conducting the examinations of candidates for admission on the roll of attorneys and solicitors for the ensuing four terms, and the names of examiners, selected from the Council, were submitted to the judges and the Master of the Rolls, and the usual orders made thereon.

A letter from the Lord Chancellor's secretary was received in answer to a letter of the Council relating to the intended new scale of solicitors' costs.

The progress of the new building of the Society having been reported, the Council agreed to dispose of the remaining vacant ground, adjoining the hall and library, the same not being required for any further building purposes.

A letter was received from the President of the Law Amendment Society inviting a deputation from the Incorporated Law Society to attend a conference on the proposed amendment of the law of bankruptcy, the law of partnership, the law of merchant shipping, the law of principal and agent, the 17th section of the Statute of Frauds, the law of banking, the assimilation of the commercial law of England, Scotland and Ireland, and the establishment of tribunals of commerce. The Council instructed their secretary to return an answer, stating that while the Council were not insensible to the importance of well-considered amendments in the law, and were prepared to give their best attention to any specific amendments which might be suggested thereon, they did not feel it to be within their province to take part in the proposed general discussion of the extensive range of subjects embraced in the papers transmitted.

The Council considered a communication relating to the right of solicitors practising in England to participate in the profits of professional business introduced by them and transacted in Ireland, and of solicitors in Ireland participating in business transacted here when introduced by Irish solicitors; but they agreed in opinion with the Incorporated Society of attorneys in Ireland, that such participation was neither legal nor expedient.

The Council having been favoured with a letter from the Commissioners for inquiring into the arrangement for transacting the judicial business of the superior courts of common law, and the times and places of holding assizes; and the Commissioners having invited the suggestions of the Council on the subject matters of the inquiry, the Council, with the valuable aid of their Common Law Committee, considered it advisable, in the first instance, to transmit suggestions proposing the holding of three instead of four terms, to establish three circuits for civil business, and three *Nisi Prius* sittings in London and Middlesex, and proposing to consider the details for carrying these suggestions into effect, if they received the approval of the Commissioners.

The names of candidates recommended by the Examiners as deserving of honorary distinction having been reported, the Council awarded three prizes of books to be presented, namely:—for the first candidate, to the value of ten guineas; and to the two other candidates, to the value of five guineas each.

A suggestion was considered for granting certificates of merit to a limited number of candidates in addition to those who obtained prizes; but the grant of honorary distinctions having been recently established, it was not deemed expedient to make any further alteration at present.

Several questions have been considered regarding the sufficiency of the service of articles of clerkship, where the clerks have been engaged in other business than that of the attorneys to whom they are articled, or holding appointments as coroners, clerks to magistrates or boards of guardians. These questions, however, are properly within the province of the examiners, to whom the parties have been referred.

Suggestions were considered relating to the admission of solicitors, who had served articles of clerkship in the colonies and were desirous of being admitted in the superior courts of this country, upon being examined, and paying the stamp duties; but, the 6th & 7th Vict. c. 73, s. 3, requiring the service to be rendered to an attorney or solicitor practising in England and Wales, the proposed alteration appeared to be impracticable without an amendment of the statute.

The names of several gentlemen of the bar were proposed as candidates for the lectureships in common law and equity.

Donations of books were received for the Library, and the thanks of the Society returned.

The following gentlemen have been approved as members of the Society during the month:—

Charles James Partington, South-square; William Elam, New-street, Bishopsgate-street; St. Barbe Sladen, Parliament-street; Joseph Haynes, St. James's-street.

Metropolitan and Provincial Law Association.

A Meeting of the Managing Committee was held on the 11th inst., when the arrangements for the Annual General Meeting of the Members of the Association, which will take place on the first day of next Easter Term (15th of April), were considered; and the Secretary was instructed to prepare the Annual Report, and to issue summonses for the meeting to the members.

The Assistant Secretary reported a correspondence in reference to the establishment in connection with the association of a branch society in an important county in the South of England. The promoter of the Society, one of the provincial members of the committee, attended, and informed the meeting that there was every probability of the Society being cordially supported, although the approaching general election might somewhat interfere with the preliminary proceedings in forming the Society.

The Assistant Secretary also reported an active correspondence with the Under-Sheriff, and with the secretaries of provincial societies, in reference to local meetings during the present assizes, for the purpose of obtaining support for the Association.

Several law bills, to which the attention of the committee has been recently directed, were reported as having been withdrawn, in consequence of the approaching dissolution of Parliament.

The Verulam Society.

We have received a prospectus of this society, stating that it has been instituted by articled clerks and other law students, for the purpose of promoting their professional knowledge, and of ensuring, as far as they can, the honourable passing by them of their examinations at the Incorporated Law Society. With this view the Society proposes to hold meetings for the weekly discussion of moot points of law, and also to form term classes for evening study and examination, under a duly qualified principal.

Correspondence.

DUBLIN.

(From our own Correspondent.)

In re Tipperary Bank—*Ex parte Ginger.*

The Lord Chancellor, on Friday last, delivered judgment in this case, which came before him on appeal from the ruling of the Master of the Rolls. It will be remembered that Mr. Ginger, and some thirty other persons, chiefly farmers in Buckinghamshire, were induced to take shares in the Tipperary Bank, while that institution was in good repute, and, under the dexterous management of the Sadliers, was paying to its shareholders a dividend of 6 per cent. per annum and a bonus of 3 per cent. in addition. Under the Winding-up Acts Mr. Ginger and his fellow-victims (the "English shareholders," as they are here styled) had been, last year, placed by the Master on the list of contributories; but on appeal to the Master of the Rolls their names were struck off the list, mainly on the ground of their having been induced to take the shares through fraudulent misrepresentations as to the position and liabilities of the banking company. The case now came on appeal before the Lord Chancellor, who arrived at the same conclusion, although on different grounds. The reasons which influenced his mind in so deciding were suggested by some curious information that transpired as to the origin and history of the shares which were transferred to the appellant. In the course of his judgment, after referring to the law as settled by the case of *Burns* v. *Pennell*, according to which the court has full power to decide questions of the kind on an application to have a name erased from the list of contributories without any suit being instituted, his Lordship continued:—

"What was the transaction of which Mr. Ginger complained? He said—'I am not a member of the company at all, because I entered into a contract with Mr. A. Farrell to buy from him a portion of the shares of the company, I believing that he was the owner of them, and that he was selling to me shares in a company consisting of shares upon which 10 per cent. had been paid up, amounting, in the whole, to £100,000. I agreed to purchase so many of the shares. I obtained an assignment from him of shares of that class and character professedly, and I received certificates from the company, stating that they were shares of that class and character in express language, because the certificates described them as shares upon each of which £10 had been paid up—words which have no meaning, except that they were shares issued to *bonâ fide* holders, who had, therefore, paid upon them £10 per share. 'That is the contract,' said Mr. Ginger, 'that I made with Mr. Farrell, and by virtue of which I executed the deed of transfer, and authorised the directors of the company to put my name on the registry book, and upon the proper return to the Stamp Office.' It now turned out that all that contract was pure form—that no such shares existed—that Mr. Farrell owned no shares—and, in fact, did not know that shares were standing in his name, except so far as the execution of the transfer deeds made him aware of it—that he never had paid a farthing upon such shares—that no such thing existed as a company consisting of shares upon which £10 each had been paid up, amounting to £100,000; but that a company did exist upon which only about half that amount had been paid up, and only half the amount of shares had been issued. Mr. Ginger contended, that, instead of having purchased shares in a company solidly established, as that was represented to be, he was called upon to contribute to the antecedent liabilities of a company which was not, in number or amount of shares, the company into which he had bought. He had never intended to have become an original allottee of shares in such a company; therefore, the question became a very narrow one—namely, whether Ginger ever was a member of the company, in the sense in which a member was spoken of—that was, with his authority and assent—or whether he was not *deceived and defrauded in the very essence of the contract itself*—whether, apart from all considerations of agency, misrepresentations, prospectus, or balance-sheet, he was not deluded by being led to suppose that he was buying one thing when, in reality, he was buying another? . . . . . The directors were the agents, no doubt, of the bank; but it was contended that the directors were not the agents of the company for the purpose of committing fraud. . . . . The fraudulent misrepresentations might, or might not, affect the principal; but if it were in a matter which was the essence of the contract itself, all the doctrines of the courts were, that the conduct of an agent in that manner was binding upon the principal, and that the latter could not enforce a contract effected through the medium of an agent, who, in order to induce a person to act upon it, had made use of misrepresentation. Another maxim known to them all was, that if there were two innocent parties, one of whom was to suffer by the act of a third party, the person who ought to suffer was he who enabled the third party to commit the fraud. That manifestly was the position of the Irish shareholders, who were in the position of being represented by their directors, and enabling those directors to commit frauds by dealing with the shares in the way they had done. . . . . What he (the Lord Chancellor) rested his opinion on simply was, that the contract with Ginger was a contract false in every particular—false as to the thing bought—false as to the vendor—false as to the company into which he supposed he was entering; in a word, he was induced to enter into one contract, and he was now sought to be made the victim of another. That was the case as regarded his position, and those concerned with him."

The result is, therefore, that Ginger and his fellow-shareholders in England are no longer on the list of contributories. The fact of their having accepted, not the real paid-up shares which they bargained for, but fraudulently issued shares, on which nothing was ever paid-up, has, fortunately for them,

saved them from ruin, at one time imminent. They have further cause for gratulation in not having compromised the matter for a round sum of money, which they were not long since willing to have done, and probably would have done, but that the creditors could not be brought to unanimity on the point; and under those very defective specimens of legislation —the winding-up acts—no power is conferred upon the major part of binding even the smallest minority of the creditors to any arrangement.

ABANDONED MEASURES.

Mr. Crawford's Judgments' Execution Bill seemed to have some chance of passing into a law during the present session. It was introduced at the earliest possible period; it received the sanction of a majority of the House; and against the principle of it no sound objection could by any possibility be urged. Under such circumstances, it seems, at first sight, strange that the bill should be given up as hopeless. The explanation is found on observing the treatment which this measure received at the hands of the Irish members. For perhaps the first time during the present century, the representatives for Ireland were unanimous. They mustered in great force against the bill; and to their resolute opposition its defeat must be attributed. It was unfairly charged against them, that a desire to protect Irish debtors against English creditors actuated them in their opposition. The real ground of their objection to the measure was, that in their opinion it tended to "centralise" legal business, by dispensing with the expensive formality of an action in Dublin, before execution could issue on an English judgment. It is true that a strict reciprocity was provided for by the bill; nevertheless, the fact that a certain amount of legal business would inevitably be withdrawn from the Irish courts, was sufficient to combine the Irish sections against the measure.

Mr. Whiteside's bill for protecting the titles of purchasers under the Court of Chancery possesses all the characteristics of that learned gentleman's attempt at legislation. It is uncalled for; impracticable in detail; and destined never to become law. The object of this remarkable bill is to enable the masters in Chancery to give a Parliamentary title to purchasers under decrees for sale. But inasmuch as a Parliamentary title cannot safely be conferred without a diligent investigation of the abstract and title deeds, and as even Mr. Whiteside admits that the functions of conveyancers cannot be thrown on the masters in addition to their other duties, this bill proposes that in every case of a sale under decree, the title should be examined and certified as perfect by a *Queen's Counsel!* This ingenious attempt to benefit the grade to which Mr. Whiteside belongs, at once stamps the character of the bill. The Irish bar will, of course, never submit to such an invidious and absurd proposition. The general opinion is, that the business connected with the bestowal of Parliamentary title is now safely and satisfactorily exercised by the Commissioners of the Incumbered Estates Court; and that any change would be both inconvenient and dangerous.

THE COMING ELECTION.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—Can you, or any of your readers, inform me whether auditors of poor-law union accounts are disqualified from being elected to Parliament? The *status* of these officers is governed by 4 & 5 Will. 4, c. 76, s. 46, which empowers the Commissioners "to determine their continuance in office or dismissal." The Poor-law Bill of last session, which did not become law, removed the election of auditors from the Chairman of Unions to nomination by the Commissioners. During last year, a case was reported to have occurred in Wales of an auditor being compelled to resign, and on his re-election he was removed by the Commissioners, who substituted another in his room. It is not easy to imagine a less independent position than this, or to doubt that such an auditor holds his situation at pleasure of the Home Secretary and Chairman of the Poor-law Board, both being members of the House of Commons. The auditors of general accounts are disqualified by 46 Geo. 3, c. 141. Thus far for the intention of the Legislature.

Am I correct in assuming that the Act 16 & 17 Vict. c. 68, directing that all writs for elections shall be sent to the Returning Officer of each constituency, removes the disqualification of a sheriff of a county from being eligible for any place within his jurisdiction? Yours obediently,

Lincoln's-inn, March 10th. JUS.

Alteration of the Law Relative to Sales and Pledges.

LETTERS OF MR. FRESHFIELD AND MR. LAVIE TO BARON ROTHSCHILD.

SIR,—I take leave to trouble you, as chairman of the committee of merchants appointed at a meeting held at the London Tavern, on the 19th instant, with some observations on the proposed amendment of the law respecting goods and commercial documents then discussed.

I make no apology for doing so, because I am assured that the object of all is to elucidate the truth, and to attain substantial justice.

It appears to me that the question has been entertained under a strong prejudice, arising partly from a mistaken view of the nature of the decision in the case of Messrs. Merry, partly from an imperfect idea of what legislation can effect, and that, under this influence, the merchants are contemplating a measure much more mischievous than the evil they are seeking to remedy.

The case of Messrs. Merry, which has given rise to the general feeling recently manifested, was not particularly directed to mercantile documents, though, in its results, it no doubt affects the negotiability of goods and warrants for goods.

That the effect of it may be understood, I shall shortly state the facts on which the decision turned.

One Anderson, since convicted of forgery, was in negotiation for the purchase of nine casks of tartaric acid, and wished to inspect the goods. To enable him to do so, the broker lent him delivery orders of the goods. Anderson, upon these orders, got the goods delivered to a public warehouse named by him, and had them there entered in his own name. He then applied to Messrs. Merry for a loan of money on the goods, which they agreed to make on having the warrants. Anderson went to the warehouse-keeper, got warrants, and pledged them with Messrs. Merry. Anderson not having repaid the money, Messrs. Merry sold the goods, and the original owner afterwards came forward and sued Messrs. Merry for them. The court decided that Anderson was a mere thief; that the borrowing orders to inspect, and then obtaining delivery, was a robbery; and that the owner might follow his goods. Whether the court were right or wrong in their view of the facts is not material to the public. Perhaps a jury would have decided differently; but the parties had consented that the Court of Error might draw such conclusions from the evidence as a jury might have drawn, and the view the judges took of the facts does not concern the public, because it is confined to the particular case.

The conclusion of law, which alone is material, was, that a thief did not by stealing goods obtain a title; that he did not, by taking out a warrant in his own name, from his own warehousekeeper, improve his title; and that he could not confer a title on persons taking the goods from him by pledge of the warrants. No question here arose on the particular character of the warrants. The pledge was properly treated as a pledge of goods; and it is obvious that whatever considerations apply to the dealing with goods in the possession of an individual, must apply to warrants for these goods when obtained by that individual from his own warehousekeeper.

The strong feeling that has been excited by this decision has arisen from its being supposed to impeach the negotiability of warrants. No doubt, the case points to an instance in which the possession of warrants gives no title, but only because in the same case the possession of the goods would give no title. Accordingly, in the Act proposed by Mr. Weguelin to cure this defect of the law, it is expressly provided that contracts respecting goods, *bonâ fide* made in the ordinary course of trade, shall be as binding on the true owner as if made with the true owner, provided the person making such contract shall have the possession of the merchandise at the time of such contract, and shall deliver over the same. The proposed Act, as quoted by Mr. Weguelin, applies only to purchasers; I assume that he read it short, and that it is to be extended to pledges, and that the possession and delivery of the documents of title is to give the same rights as the possession and delivery of the goods, otherwise the Act would not reach the case before the meeting.

The proposition, therefore, now before you is distinctly to establish that possession of goods, however acquired, or of the documents of title to goods, shall constitute a good title in the holder to dispose of them without the knowledge or concurrence of the true owner.

Now this is a direct violation of the law of England as settled and acted on hitherto, and it is, I think, a retrograde step in the progress of civilisation. The doctrine of barbarism, that

might gives right, is the principle of a state of society in which force is law. The rule by which legal ownership is respected, is the offspring of a more advanced state of society, in which the ruling principle is social order. The rule which would give validity to title acquired by fraud and theft, as against the legal ownership, leads to, if it is not indicative of, a laxity of morals of which the times give too many symptoms.

The title of ownership to goods has hitherto been held sacred, and except in the case of sale in market overt, a case of rare application required in a particular state of society, the law has not given validity to the disposition of goods acquired by robbery or theft. In the various alterations of the law by which the dealing with goods has been facilitated, Parliament has cautiously limited itself to giving validity to the dealings of agents intrusted by the true owner with the goods or the documents of title. In such cases, the legislature considered that the owner must take the consequences of a misplaced confidence; but the present is an attempt to deprive the owner not only of the possession, but of the legal title to his property by acts of violence or plunder.

But it is said that the laws of property must yield to the necessities of commerce, and that the certainty of title is essential in the varied transactions of the present age.

Now no such necessity has been attempted to be shown. I well remember, when the first Act giving validity to pledging goods by agents was under discussion in the year 1823, the evidence adduced of the enormous losses incurred in the then state of the law. Merchants, brokers, and factors all had sustained losses of the gravest character. The law books were full of reports of such cases. No solicitor of extended practice but could report cases where thousands and tens of thousands of pounds had been lost to his clients by the then state of the law, which it was desired to alter. But what is the case here? I looked with some curiosity through the speeches of the eminent merchants who attended the meeting at the London Tavern, to see if any one could point out a case of grievance arising from the state of the law as it exists. But no instance was given by any one. The single reference is to Messrs. Merry's nine casks of tartaric acid. Isolated cases may no doubt be adduced of the title to goods being impeached on the ground that they were stolen, but they are of rare occurrence, and when they occur small in amount. I am quite sure that the experience of every gentleman of your committee will concur with my own on this point, though possibly, if encouragement were given to such transactions by affording greater facility to the disposal of the goods, they might be increased. But upon the facts, as they stand, I am assured that if the object were simply to give validity to the sale and pledge of stolen goods, you would scout it as an unnecessary and indecent violation of the laws of property.

But it is said that the pledge in question was not of goods, but of warrants, and that the alarm of the merchants arises from the impeachment of the title of warrants. Now if once it is admitted that a thief should not be allowed to give a title to stolen goods by pledging them, it can never be permitted that he shall effect the object by lodging the goods in a warehouse, taking out a warrant, and pledging the warrant. The lender, who could acquire no title to the goods if delivered to him, cannot complain if he acquires no title by the pledge of warrants obtained by the thief for those goods. This will probably be conceded; but there remains an apprehension, and which has stimulated the mercantile part of the community, that the decision tends to impair the certainty of the dealings with warrants, and therefore incidentally to throw difficulty in the conduct of those large transactions hitherto carried on with confidence by the transfer of warrants. Now, no one attaches more importance than I do to the facile negotiation of dock warrants, and I should be the last to oppose just measures for maintaining this negotiability. But the law as declared by the judges has been always hitherto the law of England. Under that law the circulation of warrants has arisen, and that law, when understood, will not affect the due negotiability of warrants. If the mercantile community require absolute certainty in their dealings, they desire that which is unattainable. There are risks inseparable from business which must be borne, and a warrant is not an absolute and unimpeachable representation of value. I need not remind you how recently a house of the greatest eminence in the City lent £200,000 on warrants for metals. It was no narrow view of lawyers, no decision of the Court of Error, that deprived that house of their supposed securities, yet you well know that their warrants proved worthless. A house whose affairs came under my management four years ago lent many thousand pounds on wharfingers' warrants, which proved to be forged, and the house was ruined in consequence. Nor are these, as you well know, solitary instances. I need only to advert to the cases of false bills of lading, fictitious invoices, and other frauds daily practised, on which merchants make large advances, often with heavy loss; but it is unnecessary to enlarge on this. I venture to say that the losses in the two cases I have referred to alone, will exceed all the losses of the last twenty years arising from a defect of title such as that in Messrs. Merry's case. Yet the frauds of Cole and Pries have not stopped the negotiability of dock warrants, nor the dealings of merchants with them. When it is desired that dock warrants shall be as secure as bills of exchange and bank notes, I may reply that there are risks attaching even to these; and the losses by forgery of bills exceed tenfold all that has ever occurred, or is likely to occur, by pledge of stolen goods.

On the other hand, the alteration of the law proposed would give effect to frauds not hitherto attempted. It must be remembered that the warrants now in circulation are not merely those of the dock companies, where the public have the responsibility of a company of a large capital to guarantee their instruments. I have adverted to a fraud by a warehousekeeper. Let me suppose that you had deposited goods with a wharfinger, who should, by mistake or fraud, issue warrants to third parties for your goods. The proposed law would give effect to those warrants, and deprive you of your goods lodged with your own wharfinger. Facilities would be afforded to your clerks to place goods and warrants in the hands of persons, who would be enabled to make a good title to them as against you.

Many other cases might be pointed out in which the alteration of the law would operate injuriously, and the hardship would be the more felt from the fact that the law would violate the first principles of justice. The negotiability of bank notes of large value is not without its inconvenience, though properly upheld on different principles. But if warrants were placed on the same footing, additional facilities would be offered for the disposal of stolen warrants, and shops would be opened in Paris and Hambro', at which warrants would be taken without question, as now with respect to bank notes.

In dealing with this question, it must always be borne in mind, that though at this moment your sympathies are excited in favour of the buyer or lender on stolen goods, you cannot secure him without throwing an equal amount of loss on the owner, who is as fully entitled to protection. The question being between the true owner, who has never parted with his right of property, and a third person, who has honestly and *bonâ fide* bought or advanced money on it, you cannot relieve the last without injury to the first. In this state of facts, the law says that the prior title shall prevail; and I conceive that the law maintains the principle of natural justice—a principle not to be altered with impunity.

But to enlarge on this subject would be to give it more importance than I think it deserves. The truth is, that the evil proposed to be remedied is comparatively rare in occurrence and small in amount, and does not call for legislative interference. Concede for the present purpose that it is desirable to afford every facility to the owner of goods to raise money on them by pledge, I still think that this should not be done at the risk of breaking down the great laws of property, and that to enable a thief to pledge stolen goods, merely because he holds the goods or warrants for them, would be to occasion an evil of much greater magnitude than that which it is proposed to relieve.

My long connection with the mercantile interests of London, appear to me to justify, if not to call for, this expression of my opinion; and I am the more emboldened to do so, because, upon a careful perusal of the speeches at the meeting referred to, I am not satisfied that the gentlemen present were prepared generally to assent to such a subversion of the rules of law and morality as is involved in the measure under discussion.

I have the honour to be, Sir,

Your most obedient humble servant,

JAS. FRESHFIELD, jun.

Bank Buildings, 31st January, 1857.

SIR,—On the 31st of January, Mr. Freshfield addressed to you a letter on the proposed amendment of the Law of Sales and Pledges; and, following his good example, I venture to send you some observations on the other side of the question.

Mr. Freshfield thinks that the question has been entertained under a strong prejudice, arising partly from a mistaken view of the nature of the late decision, and partly from an imperfect idea of what legislation can effect.

To me, on the contrary, it seems that the late ferment in the City has arisen from the public being suddenly startled with what appears to every man to be the monstrous injustice of a *bonâ fide* lender losing his money; and from a well-founded alarm that all confidence is destroyed in the safety of any advance on the faith of goods, bills of lading, or warrants, and that there will consequently be great embarrassment to the commercial business of this country.

The facts or law of the case may have been misunderstood, but the full discussion about it has opened the eyes of the public to the fact that they have been acting since 1842 under a mistake in supposing that all *bonâ fide* advances on the security of warrants were valid; and the public meeting, over which you presided, shows that there was a general call to remedy the grievance which was brought to light.

Where a grievance of this kind becomes apparent, there is often an imperfect idea of what legislation may effect in correcting the grievance, and the public may possibly not have seen as acutely as Mr. Freshfield, that, even if you remove the grievance in question, you could not provide for the case of a forged document. But throughout the commercial world in general there has been for some weeks, and still is, a strong conviction (or, if it be wished, it may be perhaps called a strong prejudice) that legislation should *do what it can* to prevent the enormous daily transactions of the mercantile world in buying and lending from being embarrassed, and the negotiability of documents from being impaired, though a warrant can never be an absolute and unimpeachable representation of value.

If, under the influence of this feeling, the merchants are contemplating (as Mr. Freshfield supposes) a measure much more mischievous than the evil which they are seeking to remedy, then he is right in protesting against it, and I, for one, would not attempt to promote it.

This appears to be the real question, which I am prepared to discuss in the following form, viz:—

Is the evil of having a doubt existing upon the security of every loan, however *bonâ fide*, less than the evil of an owner losing his title to goods by their being pledged by a thief or cheat?

In the choice of these two evils, which is the least? Where two innocent persons are to suffer, on which is it most just or most expedient, for the general interest of commerce, that the loss should fall?

I wish to approach the question as one of some importance, with an entire absence of all warmth, prejudice, or undue advocacy.

I am not startled by any horror of appearing to advocate a measure which is denounced as tending to increase fraud, violence, or plunder. I know the weight which does and ought to attach to the opinions of a gentleman of the character, position, and experience of my friend Mr. Freshfield. I know the effect which the strong language which he has used has already had upon some. I am bold enough, nevertheless, to grapple with the strongest passage in his letter, and I undertake to show—

That the proposed extension of the law so as to protect a *bonâ fide* lender on the security of even stolen goods, is no retrograde step in civilisation, but, on the contrary, is a necessary and natural consequence of the expansion of commerce; and I venture to say, that, to speak of the rule which will give the *bonâ fide* buyer or lender a valid title to goods which he has honestly taken from the apparent owner, who may afterwards turn out to have been a thief or a cheat, as being a rule which would give validity of title to the thief or cheat as against the real owner, is a mere inversion of the facts and language.

And I further undertake to show, that if an attempt to make an honest buyer or lender safe leads to, and is indicative of, a laxity of morals, and that there is therefore ground, in point of morality, for stopping a law which is to complete the safety of hypothecations, then we must retrograde in civilisation, and repeal the Principal and Factor Acts, which have done infinitely more to encourage fraud than the Act contemplated can ever do.

It is necessary for the completeness of my vindication of the proposed law, that I should trace the history of the law hitherto as regards advances.

Before 1823, all pledges, unless made by the express authority of the true owner, were not binding upon him. If he entrusted goods to an agent for sale, and the agent pledged them, the owner could recover the value from the pledgee, however much the latter might have advanced his money *bonâ fide*, and under the belief that the goods belonged to the pledger.

The lawyers have always had a notion that a pledge is an irregular transaction, and that the law revolted against giving it any encouragement, or allowing a man in the possession of goods of another to act beyond the express authority given by the true owner.

But advances on consignments from abroad on bills of lading, and afterwards advances on warrants (when the docks were established), became an usual and necessary course of business.

It frequently happened that the agents, in fraud of their principals, obtained money on the security of their principals' property from persons dealing with them as apparent owners; and the then existing law, according to the preamble of the first Act passed in 1823 upon the subject, "produced frequent litigation, and proved in its effects highly injurious to the interests of commerce," and these were the occasions of litigation to which Mr. Freshfield alludes.

It was then a question (as it is now, only differing in degree) between two evils and two innocent parties; or, in other words, a question whether the exigencies of commerce did or did not make it necessary to give validity to transactions, although in those transactions the true owner was cheated of his property.

There was great opposition on the part of the lawyers. There was no expression of horror at the idea of licensing fraud and robbery contained in Mr. Freshfield's letter which was not then loudly proclaimed.

The exigencies of commerce, however, carried the day, and in 1823 the first legislation began, and consignees receiving shipments from abroad, and making advances upon them without notice that the consignors were not the true owners, were protected, although the advances were obtained by the agent in fraud of the owner. And any advance to the possessor of goods or a bill of lading was made valid to the extent of any lien which the possessor might have against the true owner.

This was the first act of what Mr. Freshfield calls violation of the laws of property, by making one man's goods liable for the debts of another; and it was also the first step towards giving effect (in pledging) to the apparent ownership under a document of title.

In 1825 there was an extension of this violation of property, and of the principle of giving effect to apparent ownership; and the proposition (to use Mr. Freshfield's words, with one important omission and some additions) was distinctly admitted, viz.: That possession of goods or documents of title to goods should constitute a good title in the holder to dispose of them (by pledge or sale) without the knowledge or concurrence, and in fraud of the true owner (provided the holder was entrusted with the goods or documents, and the purchaser or lender had no reason to know or believe that he was not the true owner); and this proposition was carried out in all its parts by the Act 6 Geo. 4, ch. 94, passed on the 6th of July, 1825.

As before the Act of 1823, so after that Act and the Act of 1825, very large transactions of advances on the faith of goods or documents continued to prevail and *daily to increase*. It was so much a necessary part of the commercial system, that it is difficult to say whether it was or was not increased by the protection to pledges which was granted by the Act of 1825.

Much litigation, however, arose both on the construction of the Act, and on the question arising in each particular case how far the *bonâ fide* advancer of money might have notice of the borrower being an agent.

It was felt that the exigencies of commerce required that validity should be given even to transactions with known agents, if *bonâ fide* on the part of the lender, however much the agents might be acting in fraud of the principal; and the demand for this very large extension of the violation of property became so great in 1840, that the Government of that day was induced to take up the matter.

In 1841 a petition was presented to the House of Lords, into which House Lord Clarendon had brought a bill.

The petition was signed by twenty-seven bank directors. It was headed by Messrs. Baring Brothers & Co., and Messrs. N. M. Rothschild & Co., and signed by all the principal merchants, bankers, brokers, and dealers.

I quote it at length, because it will be seen that, although the principle on which it is founded is not so extended as that now contended for, still it is the same principle essentially in its nature:—

> "To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.
>
> "The Humble Petition of the undersigned Merchants, Bankers, and others residing in the City of London.

"HUMBLY SHOWETH,

"That the existing law of principal and factor, founded upon the Act passed in 1825, has for some time been ascertained to fall very short of affording a fair protection to *bonâ fide* advances made upon the security of merchandise or of warrants or other documents of title, and has become a subject of doubt, litigation, and alarm.

"That, since the passing of that Act, the use of documents of title has become almost universal in the City of London, and such documents are in their form as negotiable as bills of exchange or other documents representing money.

"That the admitted benefit of the owners of property, whether resident in England or abroad, from a quick return of their funds, has rendered advances on goods a usual and almost universal course of business, both in London and at the great commercial outports.

"That the lurking danger found to exist in every case of making any advances in the present state of the law, threatens to put a stop to this employment of capital though equally beneficial to the shipper abroad and to the merchant in this country; and the validity of any advances on goods not depending on the possession and apparent ownership, but on the relation between the possessor and some other unknown party, and in many cases on the uncertain and daily varying state of the accounts between them, has long satisfied your petitioners of the absolute necessity of the law on this subject being placed upon a clear and certain basis.

"That your petitioners can see no sound distinction between advances made to an agent who has the possession and control over goods or warrants entrusted to him by the owner, and a payment made by a purchaser upon a sale to the agent so entrusted.

"That your petitioners understand that a sale by an agent is good, whether such sale is or is not authorised, and whether the party dealing with the agent does or does not know him to be an agent, provided such party has no notice of the agent's want of authority.

"That your petitioners also understand that the possession of a bill of exchange, Exchequer bill, or other representative of money entrusted to an agent, gives title to any transfer, though made without the authority of the principal.

"That your petitioners can foresee no real mischief from advances on goods or documents of title being put upon precisely the same footing as purchases from agents, provided there are the same safeguards to the owner which the law affords in case of payments made by purchasers on a sale by an agent.

"That your petitioners respectfully submit, that the distinction between the symbols representing money and those representing goods, if properly examined, will be found to be without any solid foundation.

"That your petitioners are aware that the law which prohibits pledges by an agent has been deemed to be peculiarly for the protection of the foreign merchant; but your petitioners submit that unless the difficulties and dangers be removed, which, under the existing law, attend advances on property, it will be no longer safe to afford the foreign merchant the accommodation of British capital, and the law intended for his protection will prove to be highly to his detriment.

"That your petitioners, on due consideration, are satisfied, that, by legalising advances to an agent (where *bonâ fide* on the part of the lender, and made on the faith of the property), no mischief will be created which does not exist under the present law.

"That your petitioners have been informed of a bill brought into your Lordships' House during the last session by the Right Honourable Earl of Clarendon, and beg respectfully to testify to your Lordships their approbation of the principle of that measure when extended to all property entrusted to a factor.

"Your petitioners therefore humbly pray that your Lordships will be pleased to adopt such measures as to your Lordships' wisdom shall seem meet, for putting the law respecting advances on property on a safe footing, with a view to the general benefit of commerce, and to the interest of all parties concerned therein."

The proposed bill in 1841 was almost as violently opposed by lawyers as the former one had been. Lord Clarendon, then at the Board of Trade, had however become a convert to the necessity of the new law, and Sir Robert Peel, in coming into office, at once adopted and passed the bill in 1842.

It was in the course of the discussions on this measure that persons promoting it became converts to the necessity of putting goods and documents of title to goods (even though acquired by fraud or theft) on the footing of a bank note, or exchequer bill, or other negotiable representative of money.

But no case like *Kingsford* v. *Merry* had then come before the public, because cases of persons acquiring and pledging property by theft or fraud are rare, although cases of agents fraudulently misapplying their principals' property are unfortunately not so.

The whole commercial world were prepared to recognise the principle, that an innocent owner should lose his property if he trusted a dishonest agent.

But I cannot say that even the merchants were at that time prepared (as I think they are now) to carry out a law which shall remove the lurking danger which must always exist in regard to contracts for sales and pledges, unless possession is to make title to a *bonâ fide* purchaser or lender.

It was therefore deemed prudent to accept the bill of 1842, which completed the law which gives validity to a pledge by an agent, however fraudulent, and from a known agent if the pledgee be honest.

I have thus traced the history of the law, because it shows that as the commercial public have from time to time learnt to feel, and the exigencies of commerce have been found to require, that validity should be given to transactions, the Legislature has felt it necessary to disregard the interests of the true owner, or rather to make them subservient to the necessities of commerce; and all that is now asked is to carry out the same principle even to stolen goods.

The Acts of 1842 and 1825 show the sense entertained of the misconduct of an agent who might pledge property entrusted to him, by awarding to the offence the punishment of transportation.

Yet the same Acts undoubtedly increased the facility for the dishonest agent pledging more than the proposed Act will encourage the thief to steal for the purpose of pledging.

It is Mr. Freshfield's argument, that the owner must take the consequences of a misplaced confidence, but that the present is an attempt to deprive the owner not only of possession, but of the legal title to his property, by acts of violence or plunder.

Now, let me ask any dispassionate man whether this is not a mistake of the whole principle and purpose of legislation, and a leading the judgment astray by the use of exaggerated language.

We are not dealing with crime. I will not revolt people's prejudices by arguing that a burglar is not worse than a dishonest agent; but I do argue, that when we are looking at the consequences of legislation, it cannot be denied that the incitement to crime is infinitely greater by giving validity to pledges by dishonest agents than by giving validity to pledges by a burglar or a cheat; and that the true owner who is cheated by misplaced confidence in a dishonest agent has, in reality, a greater grievance than a man who loses possession and title by violence or plunder.

The moral offence of an agent who breaks his trust is almost greater than that of the clerk who steals a warrant.

Now, it is fourteen years since the Act passed of 1842. During those years, though the law has only given validity to pledges by agents entrusted by the true owners, still I venture to say that there was not one merchant in a thousand who doubted, until the discussion arose in *Kingsford* v. *Merry*, that the Act of 1842 had given complete validity to pledges *bonâ fide* made on the faith of a bill of lading or warrant, however acquired by the pawner; and yet *Kingsford* v. *Merry* was the first instance of any pledge being disputed, with, I believe, one exception.

When that case came before the Lord Chief Baron and a special jury, it was assumed by his lordship that to question the title of the *bonâ fide* advancer was to go to the root of all commercial transactions.

Now the importance of this evidence of universal, though mistaken, belief is this:—

Can Mr. Freshfield, or any other supporter of the existing law, show that this universal, though mistaken, belief of the validity of these pledges (however the property or goods might have been acquired) has led to any increase of fraud or theft, or to any discontent on the part of persons who may have been defrauded or robbed of their property?

If not, what reason is there to suppose that (if the law be *actually made*, what all the world *supposed it to be*) there would be any increase of theft or fraud? or that persons lending on the security of goods or documents would be more lax?

On the other hand, now that *it is known* that a person advancing to another *bonâ fide* is not protected unless the borrower is entrusted by some unknown principal, what a field of litiga-

tion may not arise, and what distrust is not thrown on all transactions, however honest!

For it is never to be forgotten, that, if you allow a lurking danger to remain in every case, you affect all honest transactions, and even the merchant who wishes to get advances on his own property is affected.

It is impossible to know who are owners or not, or who are honest or who are not. Mr. Freshfield has helped me by showing instances where men of the most disgraceful character have stood well in the commercial world, and have obtained credit in their frauds because they were supposed to be respectable.

Looking to the immense transactions daily going on—looking to the enormous advances on the security of bills of lading and warrants made by the bankers and merchants—looking to the vast capital which is thereby applied to meet the demands of commerce—looking, on the other hand, to the few instances, comparatively, which arise of theft or fraud, and to the still fewer instances of fraud or theft being committed except from some negligence or folly of the true owner.

Looking to and contrasting these two sides of this question, I confidently repeat the inquiry, on which side is the greater evil? On which of the innocent parties is it most just, and most for the true interest of commerce, that the loss should fall?

Everybody must feel regret that frauds or thefts should ever take place; but do not let us be startled by being told that we are making a retrograde step in the progress of legislation, or that when we are giving validity to a *bonâ fide* advance or purchase, we are giving any license to cheat or steal, or really increasing the laxity of morals, of which, I agree with my friend, the times give too many symptoms.

Allow me also to repeat, that the instances are extremely few in which a theft or cheat can be committed upon an owner without some negligence or fault on his part. If he allows his clerks to steal his warrants, he commits the double fault of not having specially indorsed them, and of not having kept them under his own lock and key. If he trusts a wharfinger, who steals or allows them to be stolen, it is his own fault in not making a better selection.

Even in cases of burglary, there is something like a fault in not having taken greater precaution to exclude the burglar.

I advocate no bill that is to remove from any lender or purchaser the onus of establishing, in the strictest sense, that he made his loan or purchase *bonâ fide*, and without knowledge or reason to suspect that he was not dealing with the true owner. I contend for no new principle, because it has been recognised for centuries, and we have been familiarised with it in the cases of bank notes and other representatives of money.

It is usual to talk of the necessity of not interfering with the negotiability of these money documents. When one looks below the surface, what does this mean except that the course of commerce must not be obstructed by doubts as to the title of the *bonâ fide* taker?

When we consider the immense daily transactions of this country, why should not the same reason apply to the negotiability of goods or documents?

Why should we be frightened from our propriety when it is intended to pass a law which may enable a thief to pledge stolen property for a *bonâ fide* advance, and yet regard as an every-day occurrence the complete validity which is acquired by the *bonâ fide* taker of a bank note, or indorsed bill of exchange, from a thief, even although only taken in payment of an antecedent date?

I wish any means could be devised by which the innocent owner who is defrauded or robbed of his bank note could be saved from loss; but what would be thought of a law, if now passed, which was to give the innocent owner the right to recover back his stolen bank note from an innocent party, who has given good consideration for it?

Whilst we have this established precedent before us, we cannot surely be called upon to admit that, in asking for the same rule to be applied to other things which are as much the subject of commerce as bills of exchange or bank notes, we are violating the first principles of justice, or retrograding in the progress of civilisation?

It is that very progress which makes nearly as large an amount of goods as of money, or its representatives, the subject of daily dealing.

And it is a matter of passing observation that we do not require the check of the true owner's having a right to recover a bank note which is so easily capable of being stolen, though we are desired to continue the same check for the purpose of preventing the theft of goods, which is always so difficult

Again, when it is assumed that we are contending for a new principle, I cannot but think that the principle of what is called market overt has not been sufficiently considered.

In olden times, all sales were made in the market-place, and the seller, though a thief, could give a good title.

In the reign of Henry VIII. a law was introduced to encourage true owners to prosecute thieves; and they were therefore entitled to claim back their property on conviction of the first buyer, if it had not been resold to a *bonâ fide* purchaser.

But this did not apply to the case of a person being defrauded of his goods, who could under no circumstances recover them after a sale in market overt.

In the City of London, every place of business is market overt, and the law has no repugnance to a buyer acquiring title by *bonâ fide purchase* from a thief or cheat; and why, it may be asked, should there be a different rule as to *advances bonâ fide* made?

I quite agree with Mr. Freshfield, that the cases of stolen goods are isolated and of rare occurrence, and, when they occur, of small amount; and it is from that very circumstance that I come to the conclusion, that, by passing the proposed law, you will do little mischief; whilst, on the other hand, you will do inestimable good by putting all *bonâ fide* transactions on a footing of safety.

I quite agree that we shall fall into all sorts of anomaly if we give validity to pledges or sales of *documents of title* to goods, unless we give validity to pledges or sales of *goods themselves*; and the draft bill, which was partly read by Mr. Weguelin, included goods and documents, and both sales and pledges.

I have, then, only one more topic to observe upon, and that is the view taken by Mr. Freshfield, that we ought not to legislate to protect *bonâ fide* advances on genuine documents, because a man advancing may be sometimes cheated with an advance on a document which is forged.

Although Mr. Freshfield has assumed that the merchants are under the prejudice or imperfect idea of what legislation can effect, I cannot pay the meeting of the 19th of January, or the London merchants generally, the *bad* compliment of supposing that they could wish for legislation which is to give validity to a forged warrant, any more than to a forged bank note; and I have already said, that I cannot admit the principle that legislation may not be expedient to meet an admitted grievance, because it cannot extend to meet every grievance to which a lender of money may be exposed.

I believe I have observed more or less on every topic in the letter. I have not had time to condense so much as I could have wished. I have ventured to express my own opinions in a way that may appear decided. I have done so, because I entertain those opinions very strongly, and not to-day for the first time.

But it is, after all, not what one man or another may think, but what may be the feeling of the mercantile and trading community generally, that ought to determine the matter.

To houses like your own, and other houses of large capital, and to many of the Bank directors, who neither borrow nor lend, it may appear, as it does to Mr. Freshfield, that no necessity is shown for a change in the law. But I may be allowed to suggest, that no bill of lading from abroad can necessarily, and under all circumstances, afford a title against an unknown owner abroad, from whom the goods may have been obtained abroad by robbery or fraud; and this obviously affects every merchant in this country; and I must venture respectfully to submit that the feeling already shown clearly indicates that there is a large class of merchants and dealers, and there must be many banks and bankers, to whom it must be of the greatest importance to have the matter settled by a statute, which, whilst it protects the innocent purchaser or lender, must, as far as possible, protect the innocent owner, by giving validity to those transactions only which the buyer or lender may show to have been entered upon in honesty and with due caution.

There is always a source of litigation, if words are used which throw on the *bonâ fide* lender the onus of showing whether due caution has been exercised. But as legislation is only asked to protect and assist the honest lenders, and the borrowers who are borrowing when they have the right to do so, I think that the true owner who is robbed or cheated of his goods has a right to possess, and I should wish that he should possess, an advantage over the innocent lender who is to have the benefit of this new law, made expressly for his protection; and I think this advantage would arise from the words to which I have alluded above.

In conclusion, I may say that I am not insensible that, by extending the law as proposed, there may be some slight *facility*

given to pledges by rogues. But I venture to deny, most emphatically, that the proposed law will be any *encouragement*, or can in any way be construed as giving any *authority*, to steal or cheat.

The law which is asked, I now understand to be intended to be confined to *mercantile* dealings.

The Principal and Factors Act has been construed to apply only to mercantile dealings. I am, Sir, your obedient servant,

GERMAIN LAVIE.

Frederick's Place, 10th February, 1857.

SIR,—Since I addressed you on the 31st ultimo, stating my objections to the alteration in the law as to goods and mercantile documents, proposed at the meeting held at the London Tavern on the 19th ult., I have had an opportunity of seeing the arguments on behalf of the measure, put with all the force of which they are susceptible, in the very able letter addressed to you by Mr. Lavie, dated the 10th instant, and have also learnt how far any answer can be given to the views expressed by me.

I should scarcely have troubled you again on the subject, but there are points in Mr. Lavie's letter which I think require notice, and which I had touched but slightly in my previous communication.

My objections to the measure proposed were, that it was an alteration of the known law, involving a violation of the rights of property, and introduced without necessity.

Now, that it is proposed to make an alteration of the known law, and that it violates the law of property, are self-evident; let us see, then, what is the ground on which it is pressed.

I admitted that a great necessity might warrant even this measure, but I denied in the strongest terms that such necessity existed.

Mr. Lavie frankly admits that the cases to which the new law can apply "are isolated and of rare occurrence, and when they occur of small moment." I take Mr. Lavie's testimony, then, that no necessity exists derived from the number or importance of cases in which mischief has arisen.

But Mr. Lavie urges, as I anticipated, the inconvenience to which *bonâ fide* transactions may be subjected by a doubt thrown on the negotiability of goods and warrants, and he states the question thus:—"Is the evil of having a doubt existing upon the security of every loan, however *bonâ fide*, less than the evil of an owner losing his title to goods by their being pledged by a thief or cheat?"

Now I am not prepared to admit that this, which is a question of right of property, is to be decided upon a bare balance of convenience; and I think that a strong case, amounting to what may be popularly termed a necessity, must be shown to exist for depriving the owner of his goods. Mr. Lavie admits that the case is one of rare occurrence, and of small amount when it does occur; but he argues that this risk, *in minimis*, creates a doubt as to the security of every loan. I have shown the fallacy of this in my former letter.

I have pointed out that causes of comparatively frequent occurrence, and influencing large amounts, do not, practically, so affect confidence as to interfere with the conduct of business.

The doubt excited by the present case has very meagre foundation, and I believe it will have no influence. But whatever influence it has is now at its height, under the excitement that has been produced by newspaper comments and a public meeting. Yet the large money dealers have not ceased to make advances on warrants, nor has business, since the decision of *Kingsford* v. *Merry*, been materially interfered with; so that, if the question were to be decided on the terms of Mr. Lavie's proposition, I say that no such doubt has been thrown upon the security of loans as operates on reasonable men, in the conduct of business; and that the evil apprehended from the doubt is imaginary. I do not undervalue the injury to individuals who may be defrauded; but I have pointed out that they can be indemnified only at the expense of other individuals, equally innocent, and with a better title. But the evil of the new law will not be confined to that of the owner losing his goods. It is proposed to interfere with the great principles of right and wrong, not to be violated without a deep sense of injury to the individual, and without wounding the moral feelings of the community. The evil, therefore, of depriving the owner of his property is not, I think, to be put in the balance with an apprehension and doubt which has not had, and never will have, any practical influence on the trade of the country.

But, further, Mr. Lavie insists that the proposed law will not violate the laws of property in a greater degree than others already in force—viz., the law allowing the negotiability of bills and notes by persons who have fraudulently acquired them; and sales and pledges of goods by agents unauthorised so to deal with them.

I will not stop to inquire if one violation of right ought to be ground for another; because the instances adduced do not render it necessary to raise such a discussion. The cases quoted are not analogous, and offer no excuse for the measure now sought for.

As respects bills and notes, I am surprised to be called on at this day to state the principle of their negotiability. Money, according to the quaint legal maxim, has no earmark. The rule is founded upon its character as a medium of exchange, which does not admit of any discussion of title. Notes are money for internal purposes; bills of exchange are money for international purposes. All are commonly known as *currency* and *circulation*—the terms implying their free and unfettered course, and necessarily excluding all question of title. In one of the earliest known references to money, it is described as "*current* money with the merchant," showing that this idea of free exchange is the original character of money.

But money and bills of exchange differ from goods and the indicia of goods, not only in their original character, but in their purposes. Money is a fixed arbitrary standard of value. One hundred sovereigns, a £100 bank note, a bill for £100, are fixed quantities. The money, the note, and the bill, circulate because the value is fixed; but goods depend on kind, weight, quantity, and quality. They cannot pass, and do not, in fact, pass current, and to apply the rules of currency to them is to confuse, not only terms, but things.

But the main stress of Mr. Lavie's argument is upon the protection afforded by law to persons dealing with agents who exceed their authority; and Mr. Lavie's letter contains a history of what has been done upon that subject. I take the opportunity to repeat, that if ever a case of necessity was made out, it was on that occasion. The City of London teemed with cases of extreme hardship and injustice inflicted on persons who had dealt with agents employed and accredited by the owners of goods, and intrusted by them with all the indicia of property, in a form to preclude the public from knowing or suspecting that the authority of such agents was limited. The intent of the Act of 1825 had been evaded by the courts; and in one case alone, which came under my personal observation, shortly before the alteration of the law in 1842, advances to the amount of £80,000 on goods so circumstanced were sought to be impeached, and losses of great amount were sustained daily, so that business was really interfered with.

Under these circumstances, the merchants applied to Parliament in the year 1841 for relief; and freely signed a petition put before them with that object, without scrupulously weighing its terms. Perhaps some of its promoters then contemplated a wider alteration of the law; but Mr. Lavie properly admits, that the merchants were not, at that time, prepared to carry out an alteration of the law to the extent now proposed.

The law established by the Acts of 1825 and 1842 stands upon this principle; that when the owner of goods intrusts them to an agent, he places in the hands of that agent the power to deal with them. He selects and employs the agent—he accredits him to the world—and it is not just that he should afterwards be allowed to disavow his acts, and produce secret instructions which could not be known to those who dealt with the agent so accredited. But this has no relation to the case of a man whose goods have been taken from him by fraud or theft. In the one case, the possessor of the goods has them by the act and consent of the owner, who has voluntarily clothed him with the apparent power of dealing with them. In the other case, the goods are in the hands of a stranger without the consent of the true owner. It would be a waste of time to enlarge on this subject.

I see no reason, then, to withdraw from the opinions before expressed. I believe the measure to be, in itself, of small practical use in its direct application, and called for by no necessity; but it is a direct attack on one of the great principles on which society is founded—principles which cannot be violated without injury to public morals.

My single reason for troubling you with this second letter was, that I felt bound to state the effect produced on my mind by the arguments officially put forth in support of the measnre.

I trust I have done so without offence; and, the whole subject being now before the mercantile community, I here take leave of it. I have the honour to be, Sir,

Your most obedient, humble servant,

JAMES FRESHFIELD, jun.

Bank-buildings, 16th February, 1857.

Parliamentary Proceedings.

HOUSE OF LORDS.

Monday, March 9.

DIVORCE AND TESTAMENTARY JURISDICTION BILLS.

The Lord CHANCELLOR, in reply to Lord LYNDHURST, said, that in the present state of Parliament it was not the intention of the Government to proceed further with these bills at present; but they would undoubtedly be re-introduced, with some slight alterations, after thr re-assembling of Parliament.

HOUSE OF COMMONS.

Monday, March 9.

COURT OF CHANCERY (IRELAND) TITLES OF PURCHASERS BILL.—COURT OF CHANCERY (IRELAND) BILL.

The orders on these bills were read and discharged.

BILLS WITHDRAWN.

The ATTORNEY-GENERAL said it was his intention to have introduced a bill with respect to Breaches of Trust, of which there had lately been so many examples by directors of companies. In the present state of affairs it would be idle to proceed with it; but that and another measure relating to Joint Stock Companies would be amongst the earliest which he should introduce, if he had the honour of a seat in the next Parliament.

Tuesday, March 10.

IMPRISONMENT FOR DEBT BILL.

Mr. A. PELLATT, in moving the second reading, stated that when he brought in this bill last session, he quoted a return, from which it appeared that there were 1,098 prisoners for debt in England; in 250 of these cases the debt and costs did not amount to £6; and some of these persons had been in prison forty years. He found that the commitments in London alone were, in 1852, 870; in 1853, 916; in 1854, 1,096, and in 1855, 1,234; showing that the commitments were yearly increasing. Then he found that some of the county court judges committed at the rate of 50 per cent., and some at 25, it apparently depending on the temper of the judge. If a man was fined £5 for an assault and he went to prison instead of paying, the imprisonment cancelled the debt; but that was not the case with regard to ordinary debts. After 50 years experience in business, he could state that he had never received a dividend from the Insolvent Debtors' Court, and he never knew anything got by sending a man to prison. The object of the bill was, that a person who was embarrassed in circumstances should be enabled to go before a judge, give in a list of his creditors and an inventory of his property, and that he should not be liable to imprisonment unless he had been guilty of fraud.

After some conversation, the motion for the second reading was negatived.

Private Bills before Parliament.

HOUSE OF LORDS.

Cornwall Railway Bill—Read a first time, and referred to Standing Order Committee for Tuesday next.

BILLS READ FIRST TIME.

March 9. West London and Crystal Palace Railway.
New Town Pier Harbour and Railway.
Liverpool Town and Dock Dues.

BILLS READ SECOND TIME.

March 6. Cork Consumers' Gas.
Swansea Docks.
" 9. Keith and Dufftown (No, 2) Railway.
South Yorkshire and North Lincolnshire Junction.
Cork and Youghal Railway.
Cornwall Railway Bill
Westminster Improvement. Order for second reading read and discharged. Bill withdrawn.
" 10. Bagenalstown and Wexford Railway. Order for second reading read and discharged. Bill withdrawn.
Liverpool Docks and Birkenhead Docks. Order for second reading read and discharged. Bill withdrawn.
" 11. Southampton, Bristol, and South Wales Railway.
Tralee and Killarney Railway.

BILLS READ THIRD TIME.

Cornwall Railway Bill.
Exeter and Exmouth Railway.
Price's Patent Candle Company.
Whitehaven, Cleator, and Egremont Railway.

REPORTED FROM COMMITTEE.

March 10. Wycombe Railway.
Bedale and Leyburn Railway.
Reversionary Interest Society
Inverness and Nairn Railway.
Peebles Railway Bill.
Electric Telegraph Committee.
Meriton's and Hagen's Sufferance Wharf.

BILLS CONSIDERED AS AMENDED.

March 9. Price's Patent Candle Company.
Exeter and Exmouth Railway.
Whitehaven, Cleator, and Egremont Railway.
Scottish Central Railway.
South Devon Railway.

BILLS PETITIONED AGAINST.

The time has expired for petitioning against all Bills which were read a second time, on the 26th and 27th of February, and the 2nd, 3rd, and 4th of March. The following Bills were petitioned against.

[EXPLANATION.—The first column shows the number of the Bill on the alphabetical list (p. 225); the second column shows the number of Petitions presented against it.]

No. of Bill on List.	No. of Petitions.	No. of Bill on List.	No. of Petitions.
4	4	179	3
73	5	188	5
78	1	200	21
82	2	206	6
37	2	208	5
126	8	212	4
142	4	241	2
181	3		

The Bills which were read a second time on any of the above days, up to the 4th of March inclusive, and which do not appear in the above list, are unopposed, and will be referred to the Chairman of Ways and Means.

Solicitors must bear in mind that petitions against private Bills must be presented not later than seven clear days after second reading; and the dissolution of Parliament will not affect this rule.

SECOND READINGS POSTPONED.

Aldershott Railway	Till March 18
Metropolitan Railway	" 16
Finsbury Park	" 23
Orkney Roads	" 18
Birkenhead District Gas and Water	" 17

COMMITTEE OF SELECTION.—*Friday, March 6.*

Committees appointed to meet on Tuesday, March 17, at 1 o'clock, on the following Bills:—

Name of Bill.	Name of Member.
Chepstow Gas	Mr. Morgan.
Founthorpe and Holm Lacy Bridge	Mr. Booker Blakemore.
Guildford Water	Mr. Mangles.
Margate Water	Mr. Deedes.
Banff, Portsoy, and Strathisla Railway	Mr. Booker Blakemore.
Calcutta and South-Eastern Railway	
East Kent Railway (Extension to Dover)	
Sittingbourne and Sheerness Railway	

Committees appointed for Thursday, March 19, at 1:—

Bridgwater Markets and Fairs	Colonel Tynte.
Islington Parish	Mr. T. Duncombe.
St. Philip's Church, Liverpool	Mr. Horsfall.
Coniston Railway	Mr. Horsfall.
Dartmouth and Torbay Railway	
Forth and Clyde Railway	
Hamilton and Strathaven Railway	
South Durham and Lancashire Union Railway	

N.B. The Chairman of Ways and Means and Mr. Duncan, in all the above cases, sit with the member whose name is placed opposite to the respective Bills.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following alterations in the groups of private Bills already formed:—

GROUP A.—They have withdrawn the Dumbarton Water Bill.

GROUP B.—They have withdrawn the South Shields Gas Bill and Sunderland Gas Bill.

GROUP K.—They have withdrawn the Chester Water Bill and New River Company Bill.

ANALYSIS OF RESOLUTIONS PASSED IN THE HOUSE OF COMMONS

On March 12, respecting private business. The resolutions will be published in full on the dissolution of Parliament.

1. One day's notice must be given in the Private Bill Office, previous to the dissolution, of intention to suspend proceedings in the Commons, or to proceed with Bill if in the Lords.
2. Bill in form required by Standing Order 168, to be deposited not later than seven clear days after the meeting of the new Parliament, with declaration of the agent that it is the same Bill.
3. Bill with agent's declaration to be laid on the table of the House, and to be read a first time and second time, if it has been read a second time in this present Parliament.
4. Bills which have been reported from Committees in the present Parliament, will be ordered to be read a third time, or to lie on the table, when no subscription contract has been entered into.
5. When subscription contracts have been entered into, Committees will inquire and report whether subscription has been withdrawn; and if such subscription has not been withdrawn, clauses will be inserted rendering the same valid.
6. All petitions now presented against Bills will stand referred to Committees.
7. Where time for petitioning against Bills has not expired, seven clear days will be allowed after second reading in next Parliament.
8. All instructions to Committees on private Bills moved in this Parliament to stand good.
9. These resolutions are made into standing orders.

Births, Marriages, and Deaths.

BIRTHS.

BAIRD—On Mar. 7, at 36 Belgrave-road, the wife of John Forster Baird Esq., barrister-at-law, of a daughter.

TRUEFITT—On Mar. 8, at 9 Chalcot-terrace, Regent's-park, the wife of F. Truefitt, Esq., solicitor, of a daughter.

WALTER—On Mar. 5, at Church-row, Limehouse, the wife of A. A. Walter, Esq., solicitor, of a daughter.

MARRIAGE.

COOPER—MILLS—On Mar. 3, at Hove Church, Brighton, by the Rev. Walter Kelly, John Newland Cooper, Esq., solicitor, Brighton, to Miss Emily Mills, of Mills'-terrace, Hove, Brighton.

DEATHS.

CROKE—On Mar. 10, at Richmond, James Croke, Esq., late Solicitor-General for the Colony of Victoria.

FLUKER—On Mar. 4, at Lichfield, at the house of his uncle, James Edward, eldest surviving son of Mr. James Fluker, of Symond's-inn, in his 13th year.

WALKER—On Mar. 3, at his residence in Canterbury, Robert Walker Esq., solicitor, aged 52.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months.

ARNOTT, CHARLES, of West-end, Southampton, Esq., £664 : 6 : 9 Consols.—Claimed by TIMOTHY TYRRELL and BOULTER JOHNSTON BELL, acting surviving executors of CHARLES ARNOTT.

BEAUMONT, Sir GEORGE HOWLAND WILLOUGHBY, Cole Orton-hall, Leicestershire, Bart., £1,084 : 0 : 3 Consols.—Claimed by MARY FRANCES HOWLEY, widow, sole executrix of said Sir G. H. W. BEAUMONT, Bart.

DILLWYN, LEWIS WESTON, of Penlagon, Glamorganshire, Esq., £1,000 Consols.—Claimed by LEWIS LLEWELYN DILLWYN, his acting executor.

DUPUIS, Rev. GEORGE, of Wendlebury, Oxfordshire, clerk, and Rev. JOHN DOLPHIN, of Copford, Essex, clerk, £200 Long Annuities, 80 years.—Claimed by Rev. GEORGE JOHN DUPUIS, clerk, and HARRY DUPUIS, executors of Rev. GEORGE DUPUIS.

GOLDSMITH, PHILIP, Eltham, Kent, labourer, and SARAH GOLDSMITH, his wife, £100 New 3 per cents.—Claimed by said PHILIP GOLDSMITH and SARAH GOLDSMITH.

GREENE, MARTHA, deceased, Bedford-square, widow, £900 Consols.—Claimed by THOMAS GREENE, her administrator.

HARDINGE, HENRY, Woolwich, Esq., £53 : 5 : 3 Consols.—Claimed by said HENRY HARDINGE.

HOWARD, FRANCES, Burlington-street, Bath, spinster, £194 : 16 : 1 Consols.—Claimed by said FRANCES HOWARD.

M'INTOSH, HUGH, Charlotte-street, Bloomsbury-square, Gent., JOHN MORRISON, deceased, Green-st., Leicester-square, baker, and ALEXANDER MACDOUGALL, deceased, Lincoln's-inn, Gent., £525 New 3 per Cents.—Claimed by TIMOTHY TYRRELL, surviving executor of HUGH M'INTOSH, who was the survivor.

OVERMAN, THOMAS WILLIAM, Maldon, Beds, farmer, and SAMUEL POTTER, Wighton, Norfolk, farmer, £239 : 8 : 2 Consols.—Claimed by said THOMAS WILLIAM OVERMAN and SAMUEL POTTER.

POCKLINGTON, CHARLES, Old Change, Butcher, and HARRIET POCKLINGTON, Old Change, spinster, £77 : 13 : 4 Reduced.—Claimed by said HARRIET POCKLINGTON, the survivor.

PRICE, HARRIET, Pwlly Crochon, Wales, spinster, £248 : 18 : 9 Consols.—Claimed by said HARRIET PRICE.

REMNANT, SAMUEL, deceased, High-st., St. Giles's, builder, £2,000 Reduced.—Claimed by JAMES PATTEN, his surviving executor.

STILL, Rev. PETER, Manningford-bruce, Wilts, and THOMAS WALTER STILL, a minor, £47 : 0 : 5 Consols.—Claimed by said THOMAS WALTER STILL, late a minor, the survivor.

STRETTON, Lieut.-Col. SEMPRONIUS, 40th Reg. of Foot, deceased, £100 Reduced.—Claimed by SEVERUS WILLIAM LYNAM STRETTON, his acting executor.

WATSON, JOHN, Pickering, Yorkshire, Gent., and THOMAS CRADOCK, Loughborough, Leicestershire, Gent., £23 : 6 : 11 Consols.—Claimed by said JOHN WATSON and THOMAS CRADOCK.

WELLS, Hon. Lady ELIZABETH, Huntercombe, Maidenhead, widow, £174 : 10 : 6 Reduced.—Claimed by said Hon. Lady ELIZABETH WELLS.

WIGRAM, JAMES, Stone-buildings, Lincoln's-inn, Esq., £82 : 8 : 5 Consols.—Claimed by Right Hon. Sir JAMES WIGRAM, Knight, formerly JAMES WIGRAM, Esq.

Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

DIKE, ELIZABETH (who died in Oct., 1856), Spinster, Westgate-st., Gloucester. Next of kin living at the time of her death, and the legal personal representatives of such as have since died, to come in and prove their claims on or before April 17, at Master of the Rolls' Chambers.

ERNST, PETER (who died in Feb. 1845), Gent., Hackney Wick, Hackney. Next of kin to come in and prove their claims on or before April 15, at Master of the Rolls' Chambers.

GIBBERSON, GEORGE (who died near Barcelona). His next of kin to apply to the Solicitor of the Treasury, Whitehall, London.

THOMPSON, RICHARD, married to Elizabeth (maiden name supposed Hart). They had three children, Frederick Thompson, Edward and Maria Thompson; all living in Dover 1825 to 1835. Their next of kin to apply by letter to — Manière, Esq., solicitor, 31 Bedford-row, London.

YORK, WILLIAM, late of Twyford-street, Caledonian-road, in the county of Middlesex. Next of kin to apply to H. R. Reynolds, Esq., Solicitor for the Affairs of Her Majesty's Treasury, Treasury-chambers, Whitehall.

Money Market.

CITY, FRIDAY EVENING.

During this week dulness has uniformly prevailed in the Money Market and on the Stock Exchange. The English Funds have varied very little. The whole week shews a decline of about ¼ per cent. Foreign securities have also shewn little variation in price. In the course of the week there have been considerable arrivals of gold from Australia, of which by much the larger part is destined for the Bank of France. Money has been in active demand at full rates both in Lombard-street and at the Bank of England. From the Bank of England return for the week ending the 7th March, 1857, which we give below, it appears that the amount of notes in circulation is £18,827,165 being an increase of £230,435, and the stock of bullion in both departments is £10,310,496 shewing a decrease of £33,219, when compared with the previous return.

Intelligence was received on Thursday from India and China by the Overland Mail. It did not communicate anything important from China of later date than previously received, but these advices stimulate the drain of silver from this country. About £700,000 will be taken out in the next packet.

Great flatness prevails in many departments of trade. The chief cause of this suspension of active operations is the unexpected derangement of political affairs by the war in China, and the vote thereon adverse to the Government. Attention is for the moment directed to the next Parliament, and the Ministry that is to be. An opinion had been formed, and was gaining strength, that pecuniary difficulties in commercial affairs were giving way to better circumstances. Various opportunities for profitable employment of capital, and also a sufficient supply of money, were present, or appeared near. Some immediate relief from taxation was also looked for. Hopes were entertained of a wise and economical public expenditure. It was believed we were, or shortly should be, at peace with all the world. The prospect of an increasing trade was certain. Under this favourable view, reliance upon a prosperous year possessed the mind of the trading classes. Much of this prospect of affairs is for the present disappointed. Disappointment produces inactivity; and the probability of more money being demanded for war is likely to prove a substantial obstacle to that relief from taxation which has been so generally demanded.

The debates in Parliament shew very strongly a necessity for lessening the estimates of public expenditure, but if the Chinese war continues, and takes a larger field of operations, relief from war taxes cannot be had. On the other hand, certain branches of trade will derive additional activity from war. The transport service will again be revived, and the rate of freight, and the amount of insurance to and from the East, will advance.

The day of retrenchment must be postponed, and this with other measures of importance, must be left for the new Parliament, and for the management of a Government which shall combine the powers of more than one or two men of ability: a Government strong enough not to shrink from the performance of its duties in Parliament, willing to bring forward measures of commercial law reform, and able to preserve its measures from the consequences of so-called amendments, the success of which often appears to stultify the authors of the bill under consideration, and to nullify its effect, or lead to its being delayed till another session.

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 7TH DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued .	24,098,045	Government Debt .	11,015,100
		Other Securities . .	3,459,900
		Gold Coin and Bullion .	9,623,045
		Silver Bullion .	...
	£24,098,045		£24,098,045

BANKING DEPARTMENT.

	£		£
Proprietors' Capital .	14,553,000	Government Securities (incl. Dead Weight Annuity) . .	11,678,516
Rest	3,786,603	Other Securities . .	19,535,196
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts) . . .	8,137,341	Notes	5,270,880
Other Deposits . .	9,955,504	Gold and Silver Coin .	687,451
Seven day & other Bills	739,595		
	£37,172,043		£37,172,043

Dated the 12th day of Mar., 1857. M. MARSHALL, Chief Cashier.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	...	...	222	222	...	...
3 per Cent. Red. Ann.	shut	shut	...	...	...	...
3 per Cent. Cons. Ann.	93¼ ⅛	93⅛ ⅛ ¼	93¼ ⅛	93⅛	93⅛ ⅜	93⅛
New 3 per Cent. Ann.	shut	...	...	...	...	...
New 2½ per Cent. Ann.	...	...	...	...	...	...
3½ per Cent. Annuities	...	...	...	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860)	shut	2⅝	...	...	...	...
Do. 30 yrs. (exp. Oct. 10, 1859)	shut	...	...	...	...	...
Do. 30 yrs. (exp. Jan. 5, 1860)	...	...	...	...	...	...
Do. 30 yrs. (exp. April 5, 1885)	shut	...	...	...	...	...
India Stock	...	...	...	...	...	...
India Bonds (£1,000)	...	par	...	...	2. pm.	2s. dis.
Do. (under £1,000)	...	par	1s. pm.	...	...	...
Exch. Bills (£1,000)	3s. pm.	3s. pm.	3s. pm.	3s. pm.	3s. pm.	par
Exch. Bills (£500)	...	3s. pm.	3s. pm.	3s. pm.	3s. pm.	par
Exch. Bills (Small)	...	par	3s. pm.	4s. pm.	4s. pm.	par
Exch. Bills. Advertised	5s. dis.	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	98⅝	98⅝ ½	98⅝	...
Exch. Bonds, 1859, 3½ per Cent.	...	...	...	98⅝ ½	98⅝	98½

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	91 x d	90½ x d	91 x d	...	...
Caledonian	...	69⅞	69⅝ 70	69⅝ ½	69⅝	70½
Chester and Holyhead	38½	37½ ⅞	37⅝	37½	37½ 8	37½
East Anglian	...	19⅜ ½	19⅜	19⅜ ½	...	19⅜
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	100 99½	98½	99	98½	...	...
Edinburgh and Glasgow	...	56½	...	...	...	...
Edin., Perth, & Dundee	...	...	36⅝ 7½	36½	36⅝	37
Glasgow & South Western	...	...	...	...	...	...
Great Northern	95½ 6 5	96½	95½ ⅝	96½	97 5	95½
Gt. South & West. (Ire.)	...	...	...	109	...	...
Great Western	68½ x d	68½ x d	68⅝ x d	68½ x d	68½ x d	68½ x d	63½
Lancashire & Yorkshire	102⅝ 2	101⅝	101⅝	101⅝	101½ ⅞	101½
Lon., Brighton, & S. Coast	109½ 9	108⅞	109	108½	168⅝ ¼	108
London & North Western	105½ xd	104⅝ xd	105½ xd	104½ xd	104⅝ xd	104⅝
London and S. Western	105½ 4½	104⅝ ½	104½	104⅝ 4	104⅝	104½
Man., Shef., and Lincoln	37½ 8	...	37½ 7	36½ ⅝ ⅜	37½ 7	37
Midland	82½ x d	81½ x d	81⅝ x d	81½ x d	82 x d	...
Norfolk	...	...	...	56½ 7	56⅝	57
North British	47 6	45½ 6	46	46 5½	45⅝	46
North Eastern (Berwick)	85⅝ x d	85 x d	85½ x d	84½ x d	84⅝ x d	84½
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	30⅜ ½	30⅜	31 30	...	30⅜ ½	30
Scottish Central	...	...	...	...	...	...
Scot. N.E. Aberdeen Stock	...	27½	...	27½	...	...
Shropshire Union	...	...	...	...	50	...
South-Eastern	...	74⅝ x d	75 x d	74½ x d	74½ x d	74⅝
South-Wales	86½ x d	86 x d	86 x d	86½ x d	85½ x d	...

London Gazettes.

TUESDAY, *March* 10, 1857.

NEW MEMBERS OF PARLIAMENT.

City of Glasgow.—Walter Buchanan, Esq., Merchant, Glasgow, *vice* John MacGregor, Esq., who has accepted the Stewardship of the Manor of Northstead.—*March* 7.

County of Sussex—Eastern Division.—Henry North Holroyd, commonly called Viscount Pevensey, *vice* Charles Hay Frewen, Esq., who has accepted the Stewardship of the Chiltern Hundreds.—*March* 9.

County of Londonderry.—James Johnston Clarke, of Largantocher, in the county of Londonderry, Esq., *vice* Thomas Bateson, Esq., who has accepted the Stewardship of the Manor of Hempholme.

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

RADCLIFFE, JOHN ALEXANDER, 8 Delahay-st., Westminster.—*March* 3.

Bankrupts.

TUESDAY, *March* 10, 1857.

COLLIS, BENJAMIN, Draper, Bishops Stortford, Herts. Mar. 19, at 1, and April 23, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Mardon & Prichard, Newgate-st. *Pet.* Mar. 7.

HEALEY, CHARLES, Wholesale Clothier, Manchester. Mar. 24, and April 27, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Stead, Princess-st., Manchester. *Pet.* Mar. 2.

MEYER, MAURICE, & SIGISMUND SECKEL (Meyer & Co.), General Merchants, 30 Newgate-st. Mar. 24, at 11, and April 21, at 12; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfield, *Sol.* Hewitt, 6 Nicholas-la. *Pet.* Mar. 6.

ROBINSON, CHARLES, Masonic Jeweller, 138 Strand. Mar. 25, at 1, and May 2, at 11; Basinghall-st. *Com.* Goulburn. *Off Ass.* Nicholson. *Sol.* Flux, Moira-chambers, 17 Ironmonger-la. *Pet.* Mar. 9.

SMITH, DANIEL, Apothecary and Surgeon, 2 Harriet-st., Sloane-st., Chelsea. Mar. 21, at 1, and April 21, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sols.* Nichols & Clark, 9 Cooks-ct., Lincoln's-inn. *Pet.* Mar. 9.

TAYLOR, JOHN, Auctioneer, Sheffield. Mar. 21, and April 25, at 10; Sheffield. *Com.* West. *Off. Ass.* Brewin. *Sols.* Hoole & Yeomans, Sheffield. *Pet.* Mar. 7.

TAYLOR, ROBERT (R. Taylor & Co.), Draper, Sunderland. Mar. 20, and April 24, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Sudlow & Co., Bedford-rw., London; or Hodge & Harle, Newcastle-upon-Tyne. *Pet.* Mar. 5.

TWEEDALE, WILLIAM, Grocer, Ashton-under-Lyne, Lancashire. Mar. 24, and April 21, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Rowley & Son, Manchester. *Pet.* Mar. 6.

WHITE, WILLIAM JOSEPH, & LACY BATHURST, Drapers and Silk Mercers, Regent-st. Mar. 20, at 12.30, and April 24, at 11.30; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sols.* Reed, Landford, & Marsden, 59 Friday-st., Cheapside. *Pet.* Mar. 9.

WILSON, WILLIAM, & HENRY WILSON, Bookbinders, 19 Foley-pl., Portland-pl. Mar. 20, and April 24, at 11; Basinghall-st. *Com.* Fane. *Off. Ass.* Cannan. *Sol.* Preston, 9 Carey-st., Lincoln's-inn. *Pet.* Mar. 2.

FRIDAY, *March* 13, 1857.

BROWNING, BENJAMIN, Victualler, St. Peter, Hereford. Mar. 27 and April 17, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Bittleston. *Sols.* Pritchard, Hereford; or Suckling, Birmingham. *Pet.* Mar. 3.

CATTERTON, JAMES, & MOSES CATTERTON, Millers and Bakers, Horncastle, Lincolnshire. Mar. 25 and April 22, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* Mar. 6.

COWAN, JOHN (Cowan & Co.), Cheesemonger, Newcastle-upon-Tyne. Mar. 24, at 11, and April 29, at 12; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Watson, Newcastle-upon-Tyne; or Harwood, 10 Clement's-la., Lombard-st. *Pet.* Mar. 3.

DAY, RICHARD KEMSLEY, Fuel Manufacturer, 87 Bermondsey-st., Southwark. Mar. 24 and April 23, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Chidley, 10 Basinghall-st. *Pet.* Mar. 11.

DYER, HENRY, Cabinetmaker, 9 Castle Mill-st., Bristol. Mar. 30 and April 28, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sol.* Trenerry, Bristol. *Pet.* Mar. 11.

FOA, OCTAVE, Merchant, 55 Old Broad-st. Mar. 30, at 12.30, and May 2, at 12; Basinghall-st. *Com.* Goulburn. *Off. Ass.* Pennell. *Sols.* Crowder, Maynard, & Co., 57 Coleman-st. *Pet.* Mar. 10.

GOODING, WILLIAM SMITH, Tailor and Draper, Manchester. Mar. 23 and April 22, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Boote & Jellicorse, Manchester. *Pet.* Mar. 11.

KING, JAMES, Commission Agent, Manchester. April 2 and 23, at 1; Manchester. *Off. Ass.* Hernaman. *Sol.* Rowley, Manchester. *Pet.* Mar. 10.

LEWIS, GEORGE, Innkeeper, Cwmbach, Aberdare, Glamorganshire. Mar. 30 and April 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Abbott & Lucas, Albion-chambers, Bristol; or Hobbs, Bristol. *Pet.* Feb. 25.

MITCHELL, NATHAN (Mitchell Brothers & Co.), Merchant, Leeds. Mar. 30, at 12, and April 27, at 11; Leeds. *Com.* Ayrton. *Off. Ass.* Hope. *Sols.* Barr & Nelson, Leeds. *Pet.* Feb. 16.

RUSSELL, THOMAS, Master of Arts and Schoolmaster, late of Osney-house, Oxford, now of 17 Peter's-hill, Doctors-commons. Mar. 24, at 2, and April 21, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Graham. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* Mar. 10.

SMART, GEORGE ELIJAH, Victualler, Telegraph Tavern, Lyncombe and Widcombe, Bath. Mar. 30 and April 27, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Hellings & Son, Bath. *Pet.* Mar. 3.

SPILSBURY, GEORGE, Builder, Wolverhampton. Mar. 27 and April 17, at 11.30. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Smith, Wolverhampton; or Knight, Birmingham. *Pet.* Mar. 10.

STRAUS, LEOPOLD (Straus Brothers), Corn, Seed, and Flour Merchant, 37 Fenchurch-st., London, and 21 Rue de Bouloi, Paris. Mar. 24, at 2.30, and April 23, at 2; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Piercey & Hawkes, 2 Three Crown-sq., Southwark. *Pet.* Mar. 11.

WILLIAMSON, GEORGE, Woollen Manufacturer, Stair Mill, Crosthwaite, Cumberland. Mar. 27, at 11, and April 29, at 1; Newcastle-upon-Tyne. *Com.* Ellison. *Off. Ass.* Baker. *Sols.* Hall, Keswick; Watson, Royal Arcade, Newcastle-upon-Tyne; and Tatham & Procter, 10 Lincoln's-inn-fields. *Pet.* Mar. 10.

BANKRUPTCY ANNULLED.

TUESDAY, *March* 10, 1857.

GEORGE, CHARLES, Grocer, Weston-super-Mare, Somersetshire. Mar. 5.

MEETINGS.

TUESDAY, *March* 10, 1857.

ANDERTON, WILLIAM NAYLOR, Merchant, Kingston-upon-Hull. April 1, at 12; Kingston-upon-Hull. *Com.* Ayrton. *Div.*

BARKER, ISAAC, Draper, Scarborough. April 7, at 11; Leeds. *Com.* Ayrton. *Last Ex.*

BARNES, HENRY, Wine and Spirit Merchant, Winchester. April 2, at 11.30; Basinghall-st. *Com.* Evans. *Div.*

CLARKE, JOSEPH HENRY, Hatter, Leicester. April 21, at 10.30; Nottingham. *Aud. Accs. & Div.*

CLEMENS, RICHARD NATTLE, Tailor and Draper, Liskeard, Cornwall. Mar. 26, at 1; Exeter. *Com.* Bere. *Last Ex.*

CONSTANTINE, JAMES, Cotton Spinner, Scout, Newchurch, Rossendale, Lancashire. Mar. 31, at 12; Manchester. *Com.* Jemmett. *Aud. Accs. & Div.*

DENT, WILLIAM, Lead Merchant, 21 Newcastle-st., Strand. April 2, at 1.30; Basinghall-st. *Com.* Evans. *Div.*

HODDER, EDWIN JOHN, Grocer, Birmingham. April 1, at 11.30; Birmingham. *Com.* Balguy. *Aud. Accs. & Div.*

JENKINS, EDWARD, Draper, Birmingham. April 1, at 11; Birmingham. *Com.* Balguy. *Aud. Accs. & Div.*

OLDHAM, JOHN, Currier, 36 Long-acre. April 1, at 12; Basinghall-st. *Com.* Goulburn. *Div.*

PHILLIPS, WILLIAM, Builder, Wallingford, Berks. Mar. 31, at 2; Basinghall-st. *Com.* Fonblanque. *Div.*

ROBERTS, GEORGE, Draper, Stamford. April 21, at 10.30; Nottingham. *Com.* Balguy. *Aud. Accs. & Div.*

SHOVE, DAVID, Tallow Chandler and Melter, Croydon. April 1, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

STRAHAN, WILLIAM, Sir JOHN DEAN PAUL, Bart., & ROBERT MAKIN BATES, Bankers, 217, Strand, also as Navy Agents (Halford & Co.), 41 Norfolk-st., Strand. April 4, at 11; Basinghall-st. *Com.* Evans. *Prf. debts*, sep. est. of each.

TYSON, WILLIAM, Corn and Flour Dealer, Liverpool. April 22, at 11; Liverpool. *Com.* Perry. *Div.*

TURNER, JAMES, Oil and Grease Merchant and Ship Broker, Newcastle-upon-Tyne. Mar. 24, at 11; Newcastle-upon-Tyne. *Com.* Ellison. *By adj.* from Mar. 4. *Last Ex.*

VARTY, THOMAS, & EDWIN HENRY OWEN, Publishers, 31 Strand. Mar. 31, at 11.30; Basinghall-st. *Com.* Fonblanque. *Div.* sep. est. of Owen.

FRIDAY, *March* 13, 1857.

ADKIN, ROBERT, Builder, Queen's-rd., Notting-hill, Kensington. April 3, at 1; Basinghall-st. *Com.* Fane. *Div.*

BALDING, EDWARD, Speenhamland, Speen, Berks. April 3, at 1.30; Basinghall-st. *Com.* Fane. *Div.*

BARWICK, ROBERT, Shipowner, Sunderland. Mar. 26, at 12.30; Newcastle-upon-Tyne. *Com.* Ellison. *Last Ex.*

BRAGGIOTTI, DOMENICO, & PAUL TESTA (D. Bragiotti, Testa, & Co.), Merchants, 32 Lombard-st., also at Brussels (P. Testa & Co.). Mar. 26, at 11; Basinghall-st. *Com.* Evans. *Choice of Assignees in room of Sir Edward Pack Barber and Philip Akerman, who have resigned.*

DANFORD, SAMUEL, Money Scrivener, Battersea-fields, and George-yd., Lombard-st. April 3, at 1.30; Basinghall-st. *Com.* Goulburn. *Div.*

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-wk., Surrey. April 4, at 12; Basinghall-st. *Com.* Evans. *Div.*

GADSDEN, ROBERT, Cement Manufacturer, Millwall, All Saints, Poplar. April 3, at 11; Basinghall-st. *Com.* Fane. *Div.*

GLOVER, JAMES, Publican, The Swan, Thames Ditton, Surrey, and late of Blue Posts Tavern, Haymarket. Mar. 24, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Feb. 10. *Last Ex.*

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yd., Bush-la. Mar. 24, at 1; Basinghall-st. *Com.* Fonblanque. *By Adj, Last Ex.*

HARBEN, CHARLES HENRY, Wholesale Checsemonger, Goulstone-st., High-st., Whitechapel, and Carlton-hill-vils., Camden-rd., Holloway. April 3, at 1; Basinghall-st. *Com.* Goulburn. *Div.*

JOHNSON, WALTER ROBERT, Merchant, Adelaide-chambers, Gracechurch-st., & EDMUND GWYER, jun., Insurance Broker, 52 Gracechurch-st. (Johnson & Gwyer). April 3, at 11; Basinghall-st. *Com.* Fane. *Div.* joint est.

JOYCE, WILLIAM, Engineer, Greenwich. April 4, at 12; Basinghall-st. *Com.* Evans. *Div.*

KNIGHT, JOHN PETER, Hop and Seed Merchant, Hibernia-chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 6, at 11; Basinghall-st. *Com.* Goulburn. *Div.*

M'BURNIE, ROBERT, Grocer, Wetherby, Yorkshire. April 3, at 11; Leeds. *Com.* West. *Div.*

MEEKE, JOSEPH, Draper, Sheffield. April 4, at 10; Sheffield. *Com.* West. *Div.*

MESSITER, NATHANIEL, Banker, Frome. April 9, at 11; Bristol. *Com.* Hill. *Div.*

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Mar. 25, at 12; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 10. *Last Ex.*

PEIRSON, SAMUEL, Ironmonger, 1 Sun-st., Bishopsgate-st. Without. April 3, at 2; Basinghall-st. *Com.* Holroyd. *Div.*

PETO, JOHN, & JOHN BRYAN,, Army Contractors, 8 & 9 Dacre-st., Westminster, and of Liverpool, and of Willow-walk, Bermondsey. April 3, at 2; Basinghall-st. *Com.* Fane. *Div.*

REYNOLDS, JOSEPH JAMES, Mining and Share Broker, 21 Threadneedle-st. April 4, at 11; Basinghall-st. *Com.* Fane. *Div.*

RODGER, THOMAS, Grocer, Attercliffe cum Darnall, Yorkshire. April 4, at 10; Sheffield. *Com.* West. *Div.*

SMITH, EDWARD, Baker, Isleworth. April 3, at 1; Basinghall-st. *Com.* Holroyd. *Div.*

SMITH, MATTHEW, Steel Manufacturer, Sheffield. April 4, at 10; Sheffield. *Com.* West. *Div.*

VAN RAALTE, JOSEPH, jun., Importer of French Goods, 4 Gloucester-ter., St. John's-rd, Hoxton. Mar. 25, at 1.30; Basinghall-st. *Com.* Fonblanque. *By adj.* from Mar. 10. *Last Ex.*

WILLIAMS, ALFRED, & WILLIAM MAJOR HOLLAND, Wholesale Grocers, Duncan-st., Leman-st., Whitechapel. April 3, at 11.30; Basinghall-st. *Com.* Fane. *Div.*

DIVIDENDS.

TUESDAY, *March* 10, 1857.

DEE, WILLIAM HENRY, Plumber, Rose-cresct., Cambridge. Second, 4½*d. Edwards*, 1 Sambrook-ct., Basinghall-st; Mar. 11, and three subsequent Wednesdays, 11 & 2.

GAUKROGER, TITUS, & JAMES GAUKROGER, Cotton Spinners, New-bridge, and Lord Holme Mills, Hebden-bridge, Halifax. Third, 1 $\frac{9}{16}$*d. Hope*, 1 South-parade, Park-row, Leeds; any Friday, 11 & 2.

LOWE, WILLIAM ROBINSON, Manufacturing Chemist and Druggist, Wolverhampton, Staffordshire. First, 5*s. Christie*, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

OSTLER, JOHN, Merchant, Kingston-upon-Hull. First, 1*s.* 6*d. Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

PARSONS, ISAAC, Printer, Rye, Sussex. First, 3*s. Edwards*, 1 Sambrook-ct., Basinghall-st.; Mar. 11, and three subsequent Wednesdays, 11 & 2.

RHEAM, EDWARD, Currier and Leather-seller, Kingston-upon-Hull. First, 3*s.* 6*d. Carrick*, Quay-st. Chambers, Hull; any Thursday, 11 & 2.

SANDERSON, EDWARD RHEAM, Seed Crusher, West Kinnald Ferry, Lincoln. First, 7½*d. Carrick*, Quay-st. Chambers, Hull; any Thursday 11 & 2.

SEMMONS, WILLIAM, Draper, Redruth. First, 3*s.* 7*d. Lee*, 20 Aldermanbury; Mar. 11, and three subsequent Wednesdays, 11 & 2.

FRIDAY, *March* 13, 1857.

BARROW, THOMAS, Innkeeper, Ashton-under-Lyne. Further div. 11¼*d. Hernaman*, 69 Princess-st., Manchester; any Tuesday, 10 & 1.

CLARKE, JOHN, 10 New Cavendish-st., Portland-pl., and 37 Upper Marylebone-st. First, 5½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

EDENBOROUGH, JOHN, THOMAS CHITTENDEN, & THOMAS BARTLETT, Warehousemen, Queen-st., Cheapside, & Manchester. Second, 7½*d.* sep. est. of Chittenden. *Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

HALDANE, JOHN, Corn-factor, Leeds. First, 4*s.* 6*d. Young*, 5, Park-row, Leeds; any day except Wednesdays and Saturdays, 11 & 2.

HALL, GEORGE, Hat Manufacturer, Lothbury. First, 2¾*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

HOPE, CHARLES DOUGLAS (Hope & Co.), Publisher and Bookseller, 16 Great Marlborough-st., 127A, Regent-st., & 33 Lansdown-rd. North, Notting-hill. First, 6*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

IRLAM, BARTON, & JONATHAN HIGGINSON. Fourth, 6*s.* 8*d.* sep. est. of Higginson. *Turner*, 53 South John-st., Liverpool; any Wednesday, 11 & 2

LOWE, JOHN, Merchant, Manchester. First, 3*d. Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

MACKENZIE & COTTON, Machine Makers, Leeds. Second, 4*d. Young*, 5 Park-row, Leeds; any day except Wednesdays and Saturdays, 11 & 2.

MARTYR, JAMES, Ironmonger, Union-st., Borough. Second, 2½*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

PEAKE, FEEDERICK, & JOHN JILLINGS, Drapers, Honiton, Devon. Second, 9½*d.* joint est.; and Second 0⅝*d.* sep. est. of Peake. *Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

RICHARDSON, JOHN, Stationer, Whitby. First, 10*d. Young*, 5 Park-row, Leeds; any day, except Wednesdays and Saturdays, 11 & 2.

ROUGEMONT, GEORGE (Rougemont, Brothers), Merchant, Broad-st.-bldgs. Fifth, 1¾*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

STUART, WILLIAM CHARLES, Tailor, Cambridge. First, 6*s.* 3*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

TICKELL, HENRY RIMINGTON, Brewer and Hop Merchant, 75 Mark-lane and Roydon, Essex. Second, 3*d. Graham*, 25 Coleman-st.; Mar. 19, and three following Thursdays, 11 & 2.

TOMKINSON, THOMAS, Wood Turner, Salford. First on new prfs. 11*d. Pott*, 7 Charlotte-st., Manchester; any Tuesday, 11 & 1.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *March* 10, 1857.

BALL, GEORGE, Plumber and Glazier, New Lenton, Nottinghamshire. April 21, at 10.30; Nottingham.

BERESFORD, GEORGE, Carver and Gilder, 4 Portsmouth-st., Lincoln's-inn-fields, and 19 Wych-st., Strand. April 1, at 1.30; Basinghall-st.

BURCH, WILLIAM, Last and Boot Tree Maker, 2 and 3 Back-hill, Hatton-garden. April 1, at 12.30; Basinghall-st.

CANTRILL, THOMAS, Railway Grease Manufacturer, 4 Rivers-ter., York-rd., King's-cross. April 3, at 11; Basinghall-st.

CROWTHER, EDWARD, Merchant, Manchester. April 3, at 1; Manchester.

DAVIS, RICHARD, sen., Coal Master, West Bromwich, Staffordshire. April 9, at 10.30; Birmingham.

DEEKS, GEORGE, Auctioneer, 6 Pembridge-villas, Westbourne-grove, Bayswater. April 2, at 11; Basinghall-st.

FOSTER, WILLIAM, Timber Merchant, Birmingham. April 2, at 10.30; Birmingham.

GLADSTONE, JOHN, jun. (J. Gladstone, jun. & Co.), Ironfounder, Liverpool. April 2, at 11; Liverpool.

GODDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate-st. April 1, at 12.30; Basinghall-st.

HOPE, HENRY AUGUSTUS, Hay Salesman, 60 West-st., Smithfield, and 13 Oxford-rd., Islington. April 1, at 2; Basinghall-st.

MORLEY, JOHN, Joiner and Builder, Nottingham, and Sneinton. April 21, at 11.30; Nottingham.

VERNON, JOHN, Iron Ship Builder, Low Walker, Northumberland. April 7, at 11.30; Newcastle-upon-Tyne.

VON DADELSZON EDWARD, Metal Broker, Liverpool. April 1, at 11; Liverpool.

WALKER, JAMES, Scrivener, Arundel. April 2, at 12.30; Basinghall-st.

WOOTTON, JAMES, Builder, Oxford-st., Leicester. April 21, at 10.30; Nottingham.

FRIDAY, *March* 13, 1857.

BUCKLAND, WILLIAM, Corn Merchant, Ealing April 3, at 11; Basinghall-st.

GEE, EDWARD, Corn Dealer, Blackrod, Wigan, Lancashire. April 6, at 12; Manchester.

HARBUT, JOSEPH, Licensed Victualler, Portswood, South Stoneham, Southampton. April 4, at 12; Basinghall-st.

HARDACRE, THOMAS, Mercer, Settle, W. R. of Yorkshire. April 3, at 11; Leeds.

HOULDSWORTH, JOHN, Builder, Sheffield. April 4, at 10; Sheffield.

JONES, WILLIAM BURROW, Pastry Cook, 5 St. Augustine's-parade, Bristol. April 20, at 11; Bristol.

LAWRENCE, THOMAS SQUIRE, Bone and Artificial Manure Merchant, late of 2 Ingram-ct., Fenchurch-st., now of 2 Sutherland-st, Walworth. April 3, at 1; Basinghall-st.

MURRAY, JOHN, Coal Merchant, Middle-wharf, Great Scotland-yd. April 3, at 12; Basinghall-st.

SOWDEN, SAMUEL BREAR, Sharebroker, Leeds. April 3, at 11; Leeds.

THOMPSON, CHARLES HAMMOND, Common Brewer, Conisbrough, Yorkshire. April 4, at 10; Sheffield.

WILLIFORD, WILLIAM, Wine and Spirit Merchant, Scarborough. April 3, at 11; Leeds.

WREN, JOHN, & EDMUND WREN, Iron Bedstead and Bedding Manufacturers, late of 232 Tottenham-ct.-rd., now of 11 & 12 Charlotte-mews, Fitzroy-sq. April 4, at 11; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *March* 10, 1857.

ANDERTON, WILLIAM NAYLOR, Merchant, Kingston-upon-Hull. Mar. 4, 3rd class; to be suspended for three years from Mar. 4, with no protection for six calendar months—and when allowed to have no effect as regards the bankrupt's property or person in respect of a debt of 471*l.* 5*s* due to Mr. H. Thompson of Nafferton.

DAVIES, FREDERICK READ, Auctioneer, 42 Union-st., Plymouth. Mar. 2, 2nd class.

DELIANSON, GEORGE CLARK, Newspaper Vendor, 198 Strand, and Fieldgate-st., Whitechapel. Feb. 20.

FOLKARD, JOHN BAXTER, Tailor, 69 Jermyn-st., Westminster. Mar. 2, 3rd class; to be suspended for twelve months from Dec. 1, 1856.

GWILLIAM, GEORGE, Wheelwright, Leeds-st., Liverpool. Mar. 2, 3rd class.

LANSLEY, DAVID, Publican, Black Horse Inn, Kingsmead-sq., Bath. Mar. 5, 2nd class.

LEYLAND, JAMES, Beer-seller, College-st., St. Helen's, Lancashire. Mar. 3, 3rd class; to be suspended for two years from Mar. 2, without protection.

MARE, FRANCIS, GEORGE KEEN, & EDMUND JOHN EARDLEY MARE (J. E. Mare & Co.), Ironfounders, Plymouth. Mar. 2, 1st class.

OVERTON, WILLIAM, Builder, Leamington Priors, Warwickshire. Mar. 9, 2nd class.

PARKER, ALEXANDER SMITH, Draper, 9 Buckland-st., Plymouth. Mar. 2, 2nd class; to be suspended for six months from Mar. 2.

WINN, GEORGE, Builder, Battesford, Lincolnshire. Mar. 3, 3rd class.

FRIDAY, *March* 13, 1857.

ASQUITH, DAN, Innkeeper, Halifax, Yorkshire. Mar. 6, 2nd class.
BAKER, BENJAMIN, Dairyman, Combe Down, Monckton Combe, Somersetshire. Mar. 9, 1st class.
CLAY, JOHN, Ale and Porter Merchant, South Shields. Mar. 10, 2nd class; subject to suspension till Feb. 20, 1858.
COTCHING, JOHN, Farmer, Hale, Weston, Huntingdon. Mar. 6, 2nd class.
FLETCHER, RICHARD BRIERLEY, Cotton Spinner, Shaw Edge, Crompton, Lancashire. May 22, 1856, 3rd class; after suspension of three months from Feb. 21, 1856.
HALDANE, JOHN, Corn Factor, Leeds. Mar. 6, 3rd class.
JONES, JOHN, Draper, Aberystwith, Cardiganshire. Mar. 10, 2nd class.
NICHOLLS, FRANCIS, Merchant, 5 Thornhill-cres., Islington. Mar. 6, 1st class.
SAGAR, OATES, Manufacturer, Stonefold Mill, Haslingden, Lancashire. Mar. 5, 1st class.
SHAW, HENRY, Worsted Spinner, Halifax. Mar. 6, 2nd class.
STEPHENS, JOHN PROUT DAVIS, Wine Merchant, 4 Brabant-ct., Philpot-la. Ma . 4, 2nd class.
TIPPLE, JOHN HOWES, Wholesale Shoe Manufacturer, Norwich. Mar. 6, 3rd class.
WARD, FREDERICK HEIGHINGTON, Tallow Chandler, 19 High-st., Whitechapel. Mar. 6, 2nd class.

CERTIFICATE ANNULLED.

TUESDAY, *March* 10, 1857.

WILLIAMS, GEORGE, Draper, Ebbw Vale, Newport, Monmouthshire. Mar. 5.

Insolvents.

PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

TUESDAY, *March* 10, 1857.

ABBOTT, GEORGE EDWARD, Saddlers' Ironmonger, 25 Gt. St. Andrew-st., Seven Dials. Mar. 25, at 11. *C. Com.* Law.
ANDREW, JOHN MANN, Beer Retailer, Masons' Arms Beer-shop, 2 Francis-pl., Pool-st., New North-rd., Hoxton. Mar. 25, at 10. *Com.* Murphy.
AUSTIN, SAMUEL HENDERSON, Clerk to a Wine Merchant, 1 Printers-pl., Bermondsey. Mar. 25, at 10. *Com.* Murphy.
BEGBIE, CHARLES, Attorney-at-Law, 33 Essex-st., Strand, and 12 Gt. Ormond-st. Mar. 25, at 10. *Com.* Murphy.
BROWN, EDWARD, Journeyman Bookbinder, 11 Skinner-st., Meredith-st., Clerkenwell. Mar. 26, at 11. *Com.* Phillips.
CASTLETON, FREDERICK THOMAS, Grocer's Assistant, 14 Park-rd., Clapham. Mar. 25, at 10. *Com.* Murphy.
CLARK, JOHN, Agent to the General Life and Fire Assurance Company, 19 King's-row, Bedford-row. Mar. 25, at 10. *Com.* Murphy.
DOWSE, CHARLES JOHN, Second Captain Royal Artillery, Eastbourne, Sussex. Mar. 26, at 11. *Com.* Phillips.
FORD, JAMES, Carrier, 121 Aldersgate-st. Mar. 25, at 10. *Com.* Murphy.
GRIST, GEORGE, Zinc Worker, 49 Jamaica-st., Commercial-rd. East. Mar. 25, at 11. *C. Com.* Law.
HOWE, GEORGE, Draper's Assistant, 139 & 140 High-st., Southwark. Mar. 25, at 10. *Com.* Murphy.
JENNINGS, JOHN, Tailor, 156 Sloane-st., Chelsea. Mar. 25, at 11. *C. Com.* Law.
POOLE, WILLIAM, Assistant to a Clothier, 39 Herbert-st., New North-rd., Hoxton. Mar. 26, at 11. *Com.* Phillips.
SEARLE, JAMES, Carman, 91 Milton-st., Finsbury. Mar. 25, at 10. *Com.* Murphy.
SINCLAIR, ROBERT, sen., Boot and Shoe Maker, 172 Upper Whitecross-st., St. Luke's. Mar. 25, at 10. *Com.* Murphy.
WALTHAM, JAMES, Coal Merchant, 35 Brooksby-st., Liverpool-rd., Islington. Mar. 26, at 11. *Com.* Phillips.

PRISONERS' PETITIONS *to be heard at the* COURT HOUSE, PORTUGAL-STREET.

TUESDAY, *March* 10, 1857.

COLLINS, STEPHEN, Importer of Funeral Horses, 6 Parker-st., Westminster, Mar. 24, at 10. *Com.* Murphy.
EDWARDS, WILLIAM, Clerk, and Assistant Chaplain to the Wandsworth House of Correction, Wandsworth-com., Surrey. Mar. 25, at 11. *C. Com.* Law.
KAY, JOHN, Cheesemonger, 13 Morton-rd., Belgrave-rd. Mar. 24, at 10. *Com.* Murphy.
M'LEAN, JOHN, Tailor, and Ward Beadle to the Ward of Farringdon Without, 135 Fetter-la., Fleet-st. Mar. 24, at 10. *Com.* Murphy.
STEVENS, WILLIAM HORREX (sued as W. Horise Street), Oil and Colourman, 84 & 85 Snow's-fields, King-st., Borough. Mar. 25, at 11. *C. Com.* Law.

PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 10.

ARBURN, HENRY, Ironmonger, Bridge-st., Cambridge. Mar. 16, at 10; Cambridge.
BAINES, RICHARD, Painter, 95 Dale-st., Hulme, Manchester. Mar. 30, at 12; Manchester.
BEVAN, JOHN, Ironmonger, 16 Carr-st., Swansea. Mar. 25, at 10; Swansea.
CANN, WILLIAM CLEER, General Commission Agent, Harleston, Norfolk. Mar. 17, at 11; Harleston.
CROMPTON, JAMES, 38 Dalton-st., Hulme, Manchester. Mar. 30, at 12; Manchester.
FALLOWS, PETER HEWITT, 35 Castle-st., Kirkdale, Liverpool. Mar. 17, at 12; Liverpool.
GRIFFITHS, JOHN CHISIM, Assistant to a Surgical Instrument Maker, 6 Pembroke-st., Bristol. April 1, at 10.30; Bristol.
HARGREAVES, CHARLES, Tailor, 28 Slater-st., Liverpool. Mar. 17, at 12; Liverpool.
HOPKINS, WYNN HENRY, Journeyman Cabinet Maker, Great Northern-st., Huntingdon. Mar. 24, at 3; Huntingdon.
KILLINGBACK, SAMUEL, Fowl Dealer, Pockthorp, Norwich. Mar. 21, at 10; Norwich.
LEWIS, THOMAS, Licensed Victualler, Star Public-house, Cefn Cribbur, Tythegstone, Glamorganshire. Mar. 20, at 10; Bridgend.
SCOTT, WILLIAM, Boot and Shoe Maker, 30 College-st., Swansea. Mar. 25, at 10; Swansea.
TAYLOR, JAMES, Innkeeper, Longsight, Manchester. Mar. 30, at 12; Manchester.
THOMAS, REBECCA COLES, Lodging-house-keeper, 1 Clifton Wood, Bristol. Mar. 25, Bristol. *By adj.* from Nov. 27.
WATSON, SAMUEL, Cabinet-maker, 31 Talbot-st., Erskine-st., Liverpool. Mar. 17, at 12; Liverpool.

FRIDAY, *March* 13, 1857.

BEALE, JAMES HENRY, Hair Dresser, Ventnor, Isle of Wight. Mar. 27, at 10; Newport.
BEARD, WILLIAM, Coach Builder, Witham, Essex. April 6, at 12; Maldon.
BROOKING, EDWARD, Commission Agent, Gilwell-st., Plymouth. May 6, at 11; East Stonehouse.
CALTON, ANDREW NANCE, Tailor, 2 Russell-st., Landport, Southampton. Mar. 26, at 11; Portsmouth.
DAVIS, WILLIAM, Retail Brewer, High-st., Brierley-hill, Staffordshire. Mar. 30, at 10; Stourbridge.
DYSON, GEORGE OBADIAH, Boot and Shoe Maker, High-st., Kimbolton, Huntingdon. Mar. 25, at 10; Saint Neots.
GRIFFITHS, GEORGE FRANCIS, Grocer, 47 Carlton-st., Brighton. Mar. 21, at 10; Brighton.
HALL, HARRY, Tailor, Gibb, Littleton Drew, Wilts, Mar. 25, at 11.30; Chippenham.
HARLEY, JULIA, widow, out of business, Club-gardens, Sheffield (late of Angel-st, Sheffield, Dealer in Millinery). April 1, at 12; Sheffield.
JOHNSON, THOMAS WILLIAM, Engineer, Sheer Hulk Tavern, on the Hard, Portsea. Mar. 26, at 11; Portsmouth.
JUPE, JOHN, Journeyman Whitesmith, at Lawrence's, Water-la., Winchester. Mar. 17, at 11; Winchester.
MARTIN, JAMES, out of business, Solleshunt D'Arcy, Essex. April 6, at 12; Maldon.
MILLARD, WILLIAM, jun., Hat & Cap Manufacturer, 19, Philip-st.' Bath. Mar. 27, at 11; Bath.
PARRY, WALTER GEORGE, Builder, Emily-pl., Charlton Kings, Gloucestershire. April 8, at 10; Cheltenham.
PEARCE, WILLIAM, jun., Grocer, Park-row, Bristol. April 29, at 10.30; Bristol.
ROGERS, JAMES, Dealer in Malt, South-st., Emsworth, Warblington, Southampton. Mar. 26, at 11; Portmouth.
SCHMITNAGEL, GERHARD JOSEPH, Clock and Watch Maker, 2 Avenue, Old Steine, Brighton. Mar. 21, at 10; Brighton.
WATERHOUSE, WILLIAM DRAKE, Beerhouse Keeper, Thomas-st., Broomhall-st., Sheffield. April 1, at 12; Sheffield.

PRISONERS' PETITIONS *to be heard at the* COUNTY COURTS.

TUESDAY, *March* 10, 1857.

ANKETT, JOHN, out of business, 179 Edward-st., Brighton (formerly of 3 Cheapside, Brighton, Grocer). Mar. 24, at 12; Lewes.
BENTINCK, CHARLES, out of business, 3½ Western-st., Brighton (formerly of 25 Osborne-st., Cliftonville, Hove, Fly Proprietor). Mar. 24, at 12; Lewes.
WOODHOUSE, WILLIAM CREASEY, Baker, Spalding, Lincolnshire. April 7, at 12; Lincoln.
THOMAS, MARY, Widow, and Innkeeper, South Wales Inn, High-st., Swansea. Mar. 25, at 11; Swansea. *By adj.* from Feb. 25.
TILLY, WILLIAM, Saddler, Tarrant-st., Arundel. Mar. 24, at 12; Lewes.

MEETINGS.

TUESDAY, *March* 10.

BRANSCOMBE, GEORGE WILLIAM, New Buildings, Gandy-st., Exeter. Mar. 24, at 10; Exeter. *Div.*
GLOVER, GEORGE, Plumber, Hemel Hempstead, Hertfordshire. April 2, at 11.30; Basinghall-st. *Com* Evans. *Div.*
LAWTON, THOMAS (sued with Martha, his wife), lately a prisoner for debt in the Castle of York. Mar. 31, at 12; at the Old George Inn, Leeds, To consider how and where his estate and interest in certain copyhold dwelling-houses, &c., at Halton, shall be sold.
LAWTON, MARTHA, lately a prisoner for debt in the Castle of York. Mar. 31, at 12; at the Old George Inn, Leeds. To consider how and where her equity of redemption in certain copyhold dwelling-houses, &c., at Halton, shall be sold.
WOLF, ARON, Jeweller, 5 North Bridge, Exeter. Mar. 24; Exeter. *Div.*

FRIDAY, *March* 13.

MARSON, THOMAS, File Maker, Bell-st., Darlaston. Mar. 30, at 10; Walsall. *Div.*

DIVIDENDS.

TUESDAY, *March* 10, 1857.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., *between* 11 *and* 3.

BURLAND, WILLIAM ELIJAH, Bonnet Shape Maker, 9 Crown-st., Finsbury-sq. 8*s.*
HENTSCH, WILLIAM, Surgeon, 23 Laurie-ter., Westminster-rd. 3*s.* 10½*d.*
LLOYD, THOMAS, out of business, 1 Chapel-ter., Harlesden-green, Willesden. 1*s.* 0½*d.*
MARTIN, HERVEY, Town Traveller to a Trimming Manufacturer, 33 Noel-st., River-ter., Islington. 3*s.* 3*d.*
STEVENS, GEORGE, Cheesemonger, 78A, Tottenham-ct.-rd. 9½*d.*
WESTON, WILLIAM, Licensed Victualler, Birch-Tree Publichouse, Great James-st., Hoxton. 6*s.* 6½*d.*

Assignments for Benefit of Creditors.

TUESDAY, *March* 10, 1857.

ANDERSON, EDWARD, Builder and Limeburner, South Shields, Durham. Feb. 21. *Trustees*, R. Cassels, Sawyer, J. Fraser, Painter, and J. T. Philips, Grocer, South Shields. *Sol.* Medcalf, North Shields.
CASHMAN, EDWARD, Tailor, Dover. Feb. 21. *Trustee*, W. Holtum, jun., Woollendraper, Dover. Indenture lies at office of W. Jacobs, Town Wall-st., Dover.
FREEMAN, THOMAS, Farmer and Miller, Woodford Mills, Northamptonshire. Feb. 25. *Trustees*, J. Rogers, Gent., Clapton-hall; J. Freeman, Coal Merchant, Ringstead, Northamptonshire. *Sol.* Archbould, Thrapston.
LAKEMAN, JOHN NELDER, Innkeeper, Modbury, Devon. Feb. 20. *Trustees*, R. Toms, Gent., J. Webber, Merchant, Modbury. *Sol.* Savery, Modbury.
LAW, CHARLES HENRY, Bookseller, 131 Fleet-st. Feb. 12. *Trustees*, W. Aylott, Bookseller, Paternoster-row; G. Bell, Bookseller, Fleet-st. *Sol.* Dalton, 9 King's Arm-yd., Moorgate-st.
SNOWBALL, ROBERT, Miller, Wolsingham, Durham. Feb. 24. *Trustees*, W. Oughtred, Corn Merchant, Stockton-on-Tees; T. Gill, Farmer, Redworth, Durham. *Sol.* Wetherell, Durham.
TREMLETT, HENRY ERWIN, Tailor, 6 Edgar-bldgs, Bath. Feb. 12. *Trustees*, J. Chaffey, Woollen Merchant, Queen-st., Cheapside; J. M'Alpin, Woollen Merchant, Bread-st., Cheapside. *Sol.* Slack, Manvers-st., Bath.

FRIDAY, *March* 13, 1857.

BARBER, CHARLES JOHN, & WILLIAM CLINTON DRAPER, Shoe Manufacturers, Norwich. Mar. 4. *Trustees*, J. B. Berrington, Merchant, 2 Cannon-st. West; R. Harrison, Warehouseman, Milk-st., Cheapside. *Sols.* Miller, Son, & Bugg, Norwich.

BAROTTE, BENJAMIN, Innkeeper, North Walsham, Norfolk. Mar. 3. *Trustees*, F. Parmeter, Brewer, Repham, Norfolk; J. H. Underwood, Wine and Spirit Merchant, Norwich. *Sol.* Bircham, Reepham.

BEVAN, THOMAS, jun., Grocer, Brecon. Feb. 27. *Trustees*, J. Handley, Miller, Brecon; H. O. Wills, Tobacconist, Bristol. *Sols.* Leman & Humphrys, Baldwin-st., Bristol.

BRAITHWAITE, JOHN, Draper, 150 King's-rd., Chelsea. Feb. 27. *Trustees*, J. Pearce, Warehouseman, Waterloo House, Cockspur-st.; S. Copestake, Warehouseman, Bow Church-yard. *Sol.* Sanford, 5 John-st., Adelphi.

BUNTING, NORTON, Grocer and Draper, East Rudham, Norfolk. Feb. 28. *Trustees*, G. L. Coleman, Linendraper, Norwich; C. J. Bream, Grocer, Norwich. *Sols.* Miller, Son, & Bugg, Norwich.

DUNNELL, JOHN, & FREDERICK DUNNELL, Wine Merchants, Wenlock-rd., Hoxton, and Chesterfield, Derbyshire. Feb. 27. *Trustees*, W. Graham, Distiller, 114 Saint John-st., Clerkenwell; J. Boord, Distiller, Bartholomew-close; J. Dunnell, sen., Gent., 61 Acacia-rd., St. John's-wood. *Sol.* Cross, Staple-inn.

EDMONDS, DAVID, Grocer, Merthyr Tydfil. Mar. 7. *Trustees*, T. J. Pearce, Grocer, Merthyr Tydfil; C. E. Matthews, Provision Merchant, Merthyr Tydfil. *Sol.* Smith, Merthyr Tydfil.

EDWARDS, RICHARD, Draper, Frodsham, Cheshire. Mar. 3. *Trustees*, P. Ormrod, Draper, Runcorn; R. Bradley, Merchant, Manchester. *Sol.* Harrison, Frodsham.

FLOWERS, WILLIAM, Merchant's Clerk, Upton-on-Severn, Worcestershire (late of Longton, Worcestershire, Innkeeper). Mar. 4. *Trustees*, G. Clarke, Wine Merchant, Upton-on-Severn; S. George, Tallow Chandler, Upton-on-Severn. *Sol.* Sewell, Upton-on-Severn.

HORSFIELD, JOHN MORELL, Chemist and Druggist, Prestwich, Lancashire, Feb. 16. *Trustees*, J. Woolley, Druggist, Manchester; J. Arnold, Wholesale Grocer, Manchester. *Sol.* Sutton, 16 Marsden-st., Manchester.

JAMES, CHARLES, Leather Seller, 189 Mile End-rd., Middlesex. Jan. 29. *Trustee*, S. Morris, Leather Seller, 67 Cannon-st. West. *Sol.* Randell, 5 Laurence Pountney-la.

SMITH, ELIJAH, Grocer, Middleton, Lancashire. Feb. 23. *Trustees*, W. Dunkerley, Wholesale Grocer, Manchester; J. Moss, Corn Merchant, Manchester. *Sol.* Brookes, Swan-ct., Manchester.

SMITH, HENRY, Boot and Shoe Maker, 5 & 6 Stepney-rents, Hackney-rd. Feb. 17. *Trustees*, T. Layland, Leather Seller, 108 High-st., Shoreditch; E. Jones, Whip Manufacturer, 2 Stepney-rents, Hackney-rd. *Sol.* May, 2 Princes-st., Spitalfields.

WINN, JOHN, Gas Fitter, Charlotte-st., Blackfriars. Feb. 15. *Trustees*, J. Butterfield, Licensed Victualler, Union-st., Southwark; T. W. Allport, Clerk, 40 Grosvenor-pk. North, Camberwell. *Sol.* Hill, 3 Salisbury-st., Strand.

Partnerships Dissolved.

TUESDAY, *March* 10, 1857.

ANDERSON, THOMAS, & MATTHEW ANDERSON (J. Anderson & Sons), Merchants, Newcastle-upon-Tyne, and 65 Old Broad-st., London. Mar. 3.

BARNES, GEORGE, & JOHN EDWARDS LIBERTY (G. Barnes & Co.), Wine Merchants, 62 Lincoln's-inn-fields. Debts received and paid by Barnes. Mar. 9.

BEADNELL, WILLIAM, & WILLIAM HUSBAND, Jet Ornament Manufacturers, Scarborough. Debts received and paid by Beadnell. Mar. 3.

BECKINGHAM, EDMUND ELMES, & JOHN ANDREW WILLIAMS (J. A. Williams & Co.), Corn and Provision Merchants, Newport, Monmouthshire. Mar. 5.

BOARDMAN, PETER, & THOMAS PENNINGTON BOARDMAN (Boardman & Son), Tailors and Drapers, now at St. Helens, Lancashire, but formerly of Liverpool. Debts received and paid by P. Boardman. May 1, 1856.

BROWN, HENRY, & MATTHEW HENRY BROWN, Auctioneers, &c., Coventry, Warwickshire. Mar. 4.

CHADWICK, CHARLES, & WILLIAM SLATER, Linendrapers, Bridlington-quay, Bridlington. Debts received and paid by Chadwick. Mar. 5.

CROSSLEY, HENRY, & JAMES CROSSLEY (Crossley & Son), Carriers and Leather Sellers, Church-st., Deptford. Mar. 25, 1856.

CROSSLEY, HENRY, & THOMAS CROSSLEY, Pawnbrokers, 5 Manchester-bldgs., Holloway, and 66 & 67 Blackheath-hill, Greenwich. Mar. 25, 1856.

DOWNING, RICHARD, sen., RICHARD DOWNING, jun., & EDWARD DOWNING (Downing & Sons), Surgeon Dentists, 9 Eldon-sq., Newcastle-upon-Tyne. Mar. 4.

GIBBS, CHARLES ALEXANDER, & ALEXANDER GIBBS, Artists in Stained Glass, 32 Allsop-ter., New-rd., St. Marylebone. Debts received and paid by C. A. Gibbs. Feb. 28.

HOPEWELL, GEORGE, & WILLIAM NORMAN, Joiners and Builders, Basford, Nottinghamshire. Debts received and paid by Hopewell. Mar. 7.

LIVESEY, EDWARD, & JOHN LIVESEY, Nurserymen and Seedsmen, Leyland, Lancashire. Debts received and paid by E. Livesey. Mar. 4.

MILVAIN, HENRY, & GEORGE HARFORD, Sail Cloth Manufacturers, Newcastle-upon-Tyne, Gateshead, Durham. Debts received and paid by Milvain. Feb. 26.

NORTON, WILLIAM SHIELD, WILLIAM SIMMONS, & THOMAS WARD, jun., Ironfounders, Furnace-hill, Sheffield; as regards Ward. Sept. 19, 1856.

PARTON, HENRY, & JOSEPH KINGSNORTH PARTON, Millers, Maidstone. Debts received and paid by J. K. Parton. Nov. 1, 1856.

RAPER, JOHN, & CHARLES WITTY (Raper & Co.), Soda Water Manufacturers, North Frodingham, Yorkshire. Dec. 22, 1856.

RHODES, JOHN, CHARLES CARR, & WILLIAM CARR, Coal Miners and Workers, Birstal, Yorkshire. Debts received and paid by Rhodes, Oct. 5, 1856.

ROBINSON, THOMAS, & JOHN ELSTOB HUTTON, Commission Agents and Ship Brokers, West Hartlepool, Durham. Mar. 6.

SMITH, MATTHEW, & GEORGE BELL (M. Smith & Co.), General Smiths, Swaiwell, Durham. Debts received and paid by Smith. Mar. 7.

STOCKS, MICHAEL, JAMES FRANKLIN, & FREDERIC BLACKALL JERVIS, Attorneys and Solicitors, Halifax. Mar. 2.

SUDBURY, JOHN, SAMUEL WRIGHT, & ALFRED WILLIAM LINSELL (Sudbury, Wright, & Co.), Engineers and Brassfounders, Halstead, Essex. Mar. 3.

TERRY, WILLIAM, Woolstapler, Dudley-hill, Yorkshire; ELIZABETH TERRY, Widow (Adminx. of John Terry); & JOSEPH COOPER, Maltster, Drighlington, Yorkshire (Terrys & Cooper), Sykes Colliery. Mar. 3.

THOMPSON, GEORGE BLUNDELL, & EDWARD KILPATRICK (Thomson, Son, & Co.), Corn Factors, Liverpool. Feb. 28.

FRIDAY, *March* 13, 1857.

BAILEY, SPENCER, & WILLIAM SPALL, Veterinary Surgeons, Oldham, Lancashire. Debts received and paid by Bailey. Feb. 28.

BROADBENT, SQUIRE, THOMAS DYSON, JONAS GLEDHILL, & JOHN TURNER (Broadbent & Co.), Stonemasons, Sowerby-bridge, Halifax; as regards T. Dyson. Feb. 3.

CRISTALL, WILLIAM, & HENRY CRISTALL, Shipbreakers, Rotherhithe-st., Rotherhithe. Mar. 12.

CROSS, PALMER, & FREDERICK WHITAKER, Ship Smiths, North Woolwich-rd., Essex. Jan. 26.

DICKINSON, WILLIAM, jun., & ROBERT EUSTACE WHITNEY, Drapers, Shrewsbury. Debts received and paid by Dickinson. Feb. 17.

HAYWARD, JAMES, & FREDERICK FELLOWS (Hayward & Co.), Brewers, Wokingham, Berks. Nov. 26.

HILL, JAMES, & JOHN LADDS, Bricklayers, Chipping Barnet, Hertfordshire. Debts received and paid by Ladds. Mar. 6.

HODGE, WILLIAM, HENRY HODGE, SAMUEL HODGE, & THOMAS HODGE (Hodge Brothers), Seed Crushers, Kingston-upon-Hull. Mar. 9.

HORTON, GEORGE, & CHARLES LEAVER, Jewellers, Hockley, Birmingham. Debts received and paid by Leaver.

JEX, EDWARD, & JOHN TILL, Fish Salesmen, Billingsgate-mkt. Mar. 10.

LOVERSEED, JOHN, & FREDERICK LOVERSEED, Excavators, Nottingham. Debts received and paid by J. Loverseed. Mar. 11.

LYDE, GEORGE FIFOOT, EDWARD LYDE, & PHILIP STONE (Lyde Brothers & Stone), Salesmen and Commission Agents, 24 Wine-st., Bristol; as regards G. F. Lyde. Mar. 6.

MASON, THOMAS, & WILLIAM TURNER, Cotton Spinners, New Mills, Offcote, Derbyshire. Debts received and paid by Mason. Mar. 9.

PRESTON, JABEZ, ADOLPHUS BAKER, GEORGE BAKER, & JAMES PRESTON, Hop Merchants, 10 & 11 Counter-st., Southwark. Debts received and paid by A. Baker and G. Baker. Mar. 11.

REEVES, THOMAS, sen., WILLIAM FRANCIS REEVES, & THOMAS REEVES, jun. (Reeves & Sons), Stone and Marble Masons, Lorrimore-rd., Walworth; as regards T. Reeves, sen. Mar. 10.

SHAW, SAMUEL, & CHARLES ANDREW, Cotton Spinners, Springhead, Saddleworth, Yorkshire. Jan. 24.

THOMPSON, JAMES, & GEORGE ABLITT, Farmers, Culpho, Suffolk. Mar. 10.

VAN SANTEN, H. S., & R. D. HEARN, Liverpool. Mar. 6.

WILSON, THOMAS, EDWARD MORGAN, & HENRY NICKISSON SMITH (T. Wilson, Son, & Morgan), Stationers, 103, 104, & 105 Cheapside; as regards T. Wilson. Mar. 13.

Creditors under Estates in Chancery.

TUESDAY, *March* 10, 1857.

BASSETT, ELIAS (who died in April, 1856), Gent., Lantwit Major, Glamorganshire. Creditors to come in and prove their debts on or before April. 3, at V. C. Kindersley's Chambers.

GIBSON, ALFRED (who died in Dec., 1856), Great St. Helen's, London. Creditors to come in and prove their debts on or before Mar. 24, at V. C. Wood's Chambers.

SKELMERSDALE, EDWARD LORD (who died in April, 1853). Claimants to come in and prove their claims on or before April 15, at Master of the Rolls' Chambers.

FRIDAY, *March* 13, 1857.

BAKER, BENJAMIN (who died in Dec. 1855), Lieut.-Col. Madras Army' Britannia-sq., Worcester. Creditors and incumbrancers to come in and prove their debts on or before April 16, atV. C. Stuart's Chambers.

BUSHELL, MARGARET (who died in Jan. 1856), Southport, Lancashire. Creditors to come in and prove their debts on or before April 18, at the Master of the Rolls' Chambers.

DIKE, ELIZABETH (who died in Oct. 1856), Spinster, Westgate-st., Gloucester. Creditors to come in and prove their debts on or before April, 17, at the Master of the Rolls' Chambers.

EMERY, THOMAS (who died in Jan. 1830), Tanner, Derby. Creditors and incumbrancers to come in and prove their claims on or before April 20, at V. C. Stuart's Chambers.

GRYLLS, HUMPHRY MILLETT (who died in April, 1834), Helston, Cornwall. Creditors to come in and prove their debts on or before April 15, at V. C. Wood's Chambers.

JODRELL, RICHARD PAUL HASE, Esq. (who died in Nov. 1855), Childwickhall, St. Alban's. Creditors to come in and prove their debts on or before April 3, at the Master of the Rolls' Chambers.

PARMITER, JAMES (who died in Feb. 1854), Yeoman, Chaldon Herring, Dorset. Creditors to come in and prove their debts on or before Mar. 28, at V. C. Wood's Chambers.

PELHAM, JABEZ (who died in Jan. 1857), Solicitor, Arbour-sq., Stepney. Creditors to come in and prove their debts on or before Jan. 15, at the Master of the Rolls' Chambers.

UNDERWOOD, EDWARD (who died at Madras, on Sept. 16, 1856), Captain in the Mercantile Marine, Albion-st., Hyde-park (formerly of Sydney, New South Wales). Creditors to come in and prove their debts on or before Nov. 2, at V. C. Stuart's Chambers.

WHITMORE, CHARLES BLANEY CAVENDISH (who died in Oct., 1856), Clerk, Stockton-rectory, Salop. Creditors to come in and prove their claims on or before April 15, at the Master of the Rolls' Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, *March* 10, 1857.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood, on Feb. 28, ordered this Company to be dissolved.

MINERAL COURT MINING COMPANY.—The Master of the Rolls will proceed, on Mar. 16, at 12, at his Chambers, to settle the list of contributories.

FRIDAY, *March* 13, 1857.

SECURITY MUTUAL LIFE ASSURANCE SOCIETY.—V. C. Kindersley will proceed on Mar. 27, at 1, at his Chambers, to settle the list of contributories

Scotch Sequestrations.

TUESDAY, *March* 10, 1857.

M'LACHLAN, WILLIAM, & JOHN M'LACHLAN, Coach-builders, Stirling, Mar. 17, at 1, Hendry's Star Hotel, Stirling. *Seq.* Mar. 3.

SYMINGTON, WILLIAM, Commission Agent, Darnley-ter., Glasgow, and Ponfeigh-pl., Carmichael. Mar. 17, at 1, Clydesdale Hotel, Lanark. *Seq.* Mar. 7.

FRIDAY, *March* 13, 1857.

BUIK, ANDREW, Flax Dresser, Dundee. Mar. 20, at 1, British Hotel, Dundee. *Seq.* Mar. 9.

ORME, JAMES (J. ORME & Co.), Bonded and Free Store Keeper, 20 Howard-st., Glasgow. Mar. 17, at 2, Globe Hotel, George-sq., Glasgow. *Seq.* Mar. 6.